



**AGENDA
ENFIELD TOWN COUNCIL
SPECIAL MEETING**

**Monday, May 5, 2008
5:30 p.m. – Enfield Room**

- 1. Roll Call**
- 2. Executive Session**
 - a. Personnel Matters
 - b. Pending Litigation
 - c. Real Estate Negotiations
- 3. Miscellaneous Budget Discussions**
 - a. Public Safety Administration
 - b. Insurance and Bond Charges
 - c. Employee Benefits
 - d. Miscellaneous Charges
 - e. Insurance Fund
- 4. Adjournment**

Dinner will be available at 5pm.



**AGENDA
ENFIELD TOWN COUNCIL
REGULAR MEETING**

**WATER POLLUTION CONTROL AUTHORITY
REGULAR MEETING**

**Monday, May 5, 2008
7:00 p.m. – Council Chambers**

6:50 Public Hearing: Sewer Use Charge Rate for 2008-2009 Billing.

Proclamation: Designating May 10, 2008 as Letter Carriers Food Drive Day.

Proclamation: Designating May 4-10, 2008 as Arson Awareness Week.

1. Prayer – Councilman Joseph Bosco.
2. Pledge of Allegiance.
3. Roll Call.
4. Fire Evacuation Announcement.
5. Minutes of Preceding Meeting(s).
 - Special Meeting – April 10, 2008
 - Special Meeting – April 14, 2008
 - Special Meeting – April 16, 2008
 - Special Meeting – April 17, 2008
 - Special Meeting – April 21, 2008
 - Regular Meeting – April 21, 2008
6. Special Guests.
7. Public Communications and Petitions.
8. Councilmen Communications and Petitions.
9. Town Manager Report and Communications.
10. Town Attorney Report and Communications.
11. Report of Special Committees of the Council.

12. OLD BUSINESS.

A. Appointment(s) Town Council Appointed.

1. **Area 25 Cable Television Advisory Committee** - The term of office of Mark David Smith (U) expired 06/30/04. Replacement term would be until 06/30/08. (Tabled 06/21/04)
2. **Area 25 Cable Television Advisory Committee** - The term of office of Robert W. Tkacz (R) expired on 06/30/06. Reappointment or replacement would be until 06/30/08. (Tabled 06/05/06)
3. **North Central Regional Mental Health Board** - A vacancy exists due to the resignation of Everett A. Gamble (D). Replacement term would be indefinite. (Tabled 01/05/04)
4. **Ethics Commission** – The term of office of Kenneth M. Varriale, Alternate, and (U) expired 10/31/07. Reappointment or replacement would be until 10/31/09. (Tabled 10/01/07)
5. **Ethics Commission** – The term of office of Mark T. Sargent, Alternate, (R) expired 10/31/07. Reappointment or replacement would be until 10/31/09. (Tabled 10/01/07)
6. **Enfield Beautification Committee** – The term of office of Alexandra Bozzuto (R) expired 12/01/07. Reappointment or Replacement would be until 12/01/10. (Tabled 12/3/07)
7. **Enfield Beautification Committee** – The term of office of Barbara W. Wielgos (U) expired 12/01/07. Replacement would be until 12/01/10. (Tabled 12/3/07)

B. Appointment(s) Town Manager Appointed/Council Approved.

1. **Housing Code Appeals Board** - The term of office of Constance P. Harmon, alternate (R) expired on 05/01/01. Replacement term would be until 05/01/11. (Tabled 05/07/01)
2. **Housing Code Appeals Board** - The term of office of Lawrence P. Tracey, Jr. (R), insurance, alternate, expired 05/01/06. Replacement would be until 05/01/11.
3. **Building Code Appeals Board** - The term of office of Joseph F. Petronella (D), contractor, expired 11/01/04. Replacement term would be until 11/01/09. (Tabled 11/25/04)

4. **Building Code Appeals Board** - A vacancy exists due to the resignation of Kenneth J. Bergeron, (D) Chairman, Architect. Replacement term would be until 11/01/11. (Tabled 10/16/06)
 5. **Fair Rent Commission** - A vacancy exists due to the resignation of Tom Baziak, Tenant (D). Term of office would be until 06/30/09. (Tabled 11/20/06)
 6. **Fair Rent Commission** - A vacancy exists due to the resignation of Pamela Hall, Tenant (D). Term of office would be until 06/30/09. (Tabled 11/20/06)
 7. **Fair Rent Commission** - The term office of Arthur Graves, Homeowner (D) expired 06/30/07. Replacement term would be until 06/30/09. (Tabled 07/02/07)
- C. Discussion: Use of Facilities. (Tabled 11/13/06)
 - D. Discussion/Resolution: 9 Gordon Lane. (Tabled 09/17/07)
 1. Request for Transfer of Funds –CIP - \$40,000.
 - E. Discussion: Tax Delinquency List. (Tabled 11/26/07)
 - F. Discussion: Town Owned Properties. (Tabled 11/26/07)
 - G. Discussion: Personnel Rules and Procedures. (Tabled 1/22/08)
 - H. Discussion/Resolution: Acceptance of Salerno Drive and Rebecca Drive. (Tabled 4/21/08)
 - I. Discussion/Resolution: Acceptance of Lake Drive Extension and Open Space for Woodbrook Estates. (Tabled 4/21/08)
 - J. Discussion: Drainage and Erosion Issues on Private Land. (Tabled 4/21/08)

13. **NEW BUSINESS.**

- A. **Consent Agenda – Action.**
- B. **Appointment(s) – Town Council Appointed.**
- C. **Appointment(s) Town Manager Appointed/Council Approved.**

14. ITEMS FOR DISCUSSION.

A. Consent Agenda – Review.

1. Discussion/Resolution: Request for Transfer of Funds for the Conservation Commission Recording Secretary, \$600.
2. Discussion/Resolution: Request for Transfer of Funds for the Town Council Food Budget, \$1,500.
3. Discussion/Resolution: Transfer of Funds for the Town Council Travel, \$2,000.

B. Appointment(s) – Town Council Appointed.

1. **Clean Energy Committee** – A vacancy exists due to the resignation of Jonathan Grande (R). Term of office would be until two years of date of appointment.
2. **North Central District Health Department, Board of Directors** – A vacancy exists due to the resignation of Anne Warner (U). Term of office would be until 6/30/08.
3. *****Enfield Revitalization Strategy Committee** – The term of office of Jerry Fitzsimons (D) expired 4/30/08. Reappointment or Replacement would be until 4/30/11.
4. **Enfield Revitalization Strategy Committee** – The term of office of Joseph Cimino (U) expired 4/30/08. Reappointment or Replacement would be until 4/30/11.
5. **Enfield Revitalization Strategy Committee** – The term of office of Joan Smith (U) expired 4/30/08. Reappointment or Replacement would be until 4/30/11.
6. **Enfield Revitalization Strategy Committee** – The term of office of Darrin Lamore expired 4/30/08. Reappointment or Replacement would be until 4/30/11.
7. **Enfield Revitalization Strategy Committee** – The term of office of Thomas Fournier (U) expired 4/30/08. Reappointment or Replacement would be until 4/30/11.
8. **Cultural Arts Committee** – The term of office of Barbara Kelly (R) expires 5/31/08. Reappointment or Replacement would be until 5/31/10.

9. **Cultural Arts Committee** – The term of office of James Brislin (R) expires 5/31/08. Reappointment or Replacement would be until 5/31/10.

C. Appointment(s) Town Manager Appointed/Council Approved.

- D. **Discussion/Resolution: Rates of Pay for Summer, Seasonal and other Non-Union Employees.

- E. **Discussion/Resolution: Request for Transfer of Funds for the Solid Waste Overtime, \$30,000.

- F. **Discussion/Resolution: Authorizing the Town Manager to Enter into Agreement for the Thompsonville Community Garden.

- G. **Discussion/Resolution: Request for Transfer of Funds for the Thompsonville Community Garden Grant, \$35,185.

- H. **Discussion: A Motion to refer to Planning and Zoning an 8-24 review for the proposed access of a one-way access for Scitico Street.

- I. Discussion: Crescent Lake.

- J. Discussion: Damage to Light Pole on No. Main Street.

- K. Discussion: IT Lease Request.

- L. Discussion: Post Office Road Intersection.

- M. Discussion: Naming of the EMS Building on Enfield Street.

15. MISCELLANEOUS.

16. PUBLIC COMMUNICATIONS/APPLIES ONLY IF PRIOR TO 11:00 p.m.

17. COUNCIL COMMUNICATIONS.

18. ADJOURNMENT.

* REMOVE FROM AGENDA

** MOVE TO MISCELLANEOUS

*** WOULD LIKE TO BE CONSIDERED FOR REAPPOINTMENT

WATER POLLUTION CONTROL AUTHORITY MEETING
(Immediately following the Town Council Regular Meeting)

1. Roll Call.
2. Minutes of April 21, 2008.
3. Discussion/Resolution: Set a Public Hearing Date for the Sewer Use Charge Rate for 2008/2009 Billing.
4. Adjournment.

minutes

**ENFIELD TOWN COUNCIL
MINUTES OF A SPECIAL MEETING
MONDAY, APRIL 10, 2008**

A Special Meeting of the Enfield Town Council and Enfield Board of Education was called to order by Chairman Kaupin in the Enfield Public Library on Middle Road, Enfield, Connecticut on Thursday, April 10, 2008. The meeting was called to order at 6:05 p.m.

ROLL-CALL – Present were Councilmen Bosco, Dumont, Kaupin, Kiner, Jones, Mangini, Nelson and Ragno. Councilman Edgar arrived at 6:25 and Councilman Lee entered at 6:35 p.m. Councilmen Crowley was absent. Also present were Town Manager, Matthew Coppler; Town Clerk, Suzanne Olechnicki; Director of Finance, Lynn Nenni; Chief Technology Officer, Paul Russell; Director of Libraries, Henry Dutcher

Present from the Enfield Board of Education were Judith Apruzzese-Desroches, Thomas Arnone, Patrick Droney, Andre Greco, Joyce Hall and Charles Johnson. Susan Lavelli-Hozempa, Greg Stokes, and Vincent Grady were absent. Also present were Superintendent of Schools, Dr. John Gallacher; Assistant Superintendent of Schools, Anthony Torre; Business Manager, Christopher Drezek; Director of Human Resources, Craig Cooke; Director of School Facilities, Arthur Pongratz

CAR LEASE AGREEMENT

Chairman Kaupin stated according to the Town Manager, they were unable to get the proper documentation from the leasing company, therefore, they will bypass this item.

RESOLUTION #9760 by Councilman Nelson, seconded by Councilman Ragno.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO:	General Fund Transfers out	\$60,000
FROM:	General Fund Balance	\$60,000

CERTIFICATION

I hereby certify the amount of \$60,000 is available from the General Fund Balance as of April 10, 2008.

/s/ Lynn Nenni, Director of Finance

Mr. Coppler stated they don't have the specifics regarding which vehicle they are purchasing off the State bid, but they've estimated the cost would be \$20,000 per vehicle and \$60,000 for three vehicles. He stated if there is a desire by Council to purchase the

cars they're going to be leasing from Artioli, they could possibly do that. He noted they're still waiting for a purchase price from Artioli, and that would require a bid waiver. He stated if the Council wishes to do that, they could come back on Monday with a bid waiver resolution.

Chairman Kaupin questioned the Council's thoughts about moving forward off the State's bid list, or is there a preference to move forward off an Artioli bid, however, that would require a bid waiver and action by the Council at a subsequent meeting.

Councilman Bosco stated if Artioli is going to be competitive in the prices, they might as well keep the business in town.

Councilman Mangini disagreed and stated her belief due to the time constraints the Council is faced with, they need to move forward and she's comfortable with the \$60,000 purchase price.

Councilman Kiner stated he would like to transfer the funds this evening and have an opportunity to speak with the Chief of Police.

Mr. Coppler stated they probably won't have the replacement vehicles in time. He noted they would have time to have this discussion on Monday, and by that time they should have the information from the Police Department as to which cars would be taken off the State bid.

Chairman Kaupin stated by moving forward, they would still be moving toward the ultimate goal.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #9760** adopted 8-0-0.

RESOLUTION #9761 by Councilman Nelson, seconded by Councilman Mangini.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO:	2100-08730-0732 Public Safety	\$60,000
FROM:	CIP Transfer in	\$60,000

CERTIFICATION

I hereby certify the amount of \$60,000 is available from the CIP transfers in as of April 10, 2008.

/s/ Lynn Nenni, Director of Finance

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #9761** adopted 8-0-0.

PRESENTATION OF THE BOARD OF EDUCATION BUDGET

Chairman of the Enfield Board of Education, Andre Greco, presented the Board of Education budget.

Mr. Greco explained the process to create the proposed budget. He noted their objective was to create a 2008/2009 operating budget that enhances the educational experience for the students. He listed the methodology used in the creation of this budget:

- They would do due diligence through a structured process
- Engage the community
- Engagement of key advisors
- Ask the difficult questions
- Focus on the education impact, not just the dollars and cents
- Move forward – there have been too many years of status quo or stagnation
- Investigate additions as well as reductions

Mr. Greco spoke about the calendar of meetings that the Board of Education held, which were dedicated solely to the budget. He pointed out a lot of people and effort were put into the creation of this budget, and they had many advisors during this process. He stated the Board of Education Budget Review Committee was formed six months prior to beginning this process. He noted some of those advisors included Dr. Gallacher, the Business Manager, the Administrative Council, the ETA, faculty and staff and School Facilities Director. He stated they brought in Harry Captain, who used to be on the Enfield Board of Education. He noted Mr. Captain is now on the Board of Education in West Hartford and shared with the Board how his town does their budget. He stated he provided some good ideas about creating short and long-term objectives and gearing a budget to meet those objectives.

He stated the starting point in putting this budget together was the existing budget, which was approximately \$69.5 million dollars, and they then added in contractual costs, salaries, benefits, transportation, athletics and maintenance contracts the school system is involved in so they could come up with a 2008-2009 starting point of \$72.3 million dollars. He noted in the past, this would have been called status quo, or a needs-based

budget. He stated that starting point equates to a 3.9% budget increase, and that is just to capture contractual increases.

Mr. Greco stated the first area where they were able to find some reductions was through the Budget Review Committee. He noted this Committee was comprised of three Board members – Mrs. Hall, Mrs. Appruzzese-Desroches, Mrs. Lavelli-Hozempa and Business Manager, Chris Drezek. He stated their charge was to do a line-by-line analysis of the budget with a focus on year-over-year expenditures. He noted they looked at what they really spent, and created the numbers accordingly. He stated through a long, arduous process, they were able to save \$266,455 out of the budget.

He shared a line item list and break-out of how the \$266,455 is made up. He pointed out this comes from many different areas such as longevity stipends, elementary lunchroom aides, school-to-career transportation, virtual high school, microfilm storage, vehicle repairs and maintenance. He stated they did not eliminate any of those things from the budget, rather they simply looked at past years and figured out what they really had spent and adjusted accordingly.

Mr. Greco stated additional reductions that are part of this proposed budget are as follows: retired teachers are typically replaced by a new teacher who is brought in on the first step of the pay grade; administrative positions, which did not start until later in the year; health care savings. He pointed out through these areas they were able to reduce the budget by \$661,500.

He shared a breakdown where savings were realized:

- 15 retirements equate to \$375,000 on the certified side and on the non-certified side - \$15,000
- the new administrator hires – a savings of \$43,500
- elimination of one bus run - \$40,000
- health care reductions

He stated they looked further and were able to pull out some additional reductions. He noted they increased fees for some programs, and they eliminated some areas where they had traditionally reimbursed costs, enrollment in certain class sessions, facilities. He noted through these reductions, the Board was able to make an additional \$370,000 in reductions.

Mr. Greco referred to reorganizing class sessions and noted they're not sure this can be done. He explained they have the ability to reorganize classes, typically at the secondary level, based on who is signing up to take those classes, however, they won't know that

until September. He noted they have a \$250,000 figure, which they may or may not be able to realize.

He stated they looked at even more reductions, i.e., eliminating a technology teacher; eliminating three elementary library clerks, eliminating the TLC Reading Program, eliminating the Elementary Language Arts Chair and the Elementary Math Chair, a \$50,000 reduction in library books, elimination of a middle school library assistant, elimination of the Partnership & Mentoring Program, consolidation of the Curriculum Department, removing Department Chairs at the secondary level, consolidation in the Special Education Department, elimination of Head Teacher stipends, reducing the number of elementary Guidance Counselors from nine to six, elimination of the Night Custodian Supervisor position, eliminating the School to Career Labs, elimination of Faculty Managers, elimination of a high school Guidance Counselor, high school Assistant Principal and a Special Education Coordinator. Mr. Greco emphasized that the reduction in any of these areas would have a significant negative impact on the students' educational experience. He pointed out an impact statement has been provided on each and every one of these positions.

Mr. Greco stated they then looked at \$3.4 million dollars in additions to the budget. He referred to the list of every addition, i.e., vice principals at the Elementary Schools, all day Kindergarten, athletic equipment and band uniforms. He stated because they understand where the Council wants to go this year, it would have been a futile effort on the Board's part to bring forth these additions.

He emphasized the need to make forward progress. He noted they identified some areas where they must make investments, i.e., technology, textbooks, grant writing, special education, the arts, No Child Left Behind. These investments equate to \$678,000. He pointed out this is less than one percent, but it gives them the ability to at least move forward a little bit, instead of being stagnant.

Mr. Greco stated the proposed budget amounts to \$71.7 million dollars at a 3% increase.

He then reviewed unknown factors. He noted that although there's a concerted effort to repeal it, legislation has already been passed that will result in the In-School Suspension Bill going into effect January 1, 2009. He stated this means that the majority of the students that they'd typically have on out-of-school suspension will be in the building, and all of those students will have to be supervised and educated. He noted that cannot be done with existing staff or certified personnel who have the ability to deliver curriculum. He pointed out if this bill does go into effect, it's predicted there will be a \$100,000 hit.

Mr. Greco stated two vice principal positions and one elementary principal position have to be filled. He noted there's a competitive market, and they need to aggressively advertise and recruit to get the right people. He pointed out recruiting is costly, and it's predicted it will cost an additional \$50,000 to fill just those three positions.

He spoke about inter-district magnet school enrollment. He noted the State passed legislation last year which states that if a student from Enfield wants to go to an inter-district magnet school, Enfield pays if that student is accepted. He stated Enfield has no control over how many students go to a magnet school, and it's solely Enfield's cost to bear. He pointed out this has already happened. He noted the Board projected a \$100,000 expense.

Mr. Greco stated there is a class size reduction grant which the school system has been involved in for the last five years, and this is a \$100,000 grant, and it's finished. He noted they now have to fund that \$100,000.

He stated they're nearly done with a list of unfunded mandates amounting to 15% to 20% of the overall budget, which equates to about \$14 million dollars. He explained this is a result of federal and state legislation that has been passed.

Mr. Greco stated without the 3% increase, the Board of Education will have to find the money, and that will open a whole new level of discussion. He pointed out there will be no additions and no forward progress. He stated every year that there's no forward progress, the morale gets lower. He noted employee resignations continue going up because teachers are leaving for more progressive school systems.

He noted this proposed budget was approved unanimously by the Board of Education, and all nine members believed 3% to be a fair number, although they would have liked more. He pointed out this was not the budget process of old because they did the work up front and the number they were going to bring to the Council was the number they absolutely needed to have, and that is what they did.

Mr. Greco stated this budget process was extremely disruptive, emotional and it caused contention. He apologized for all the stress this caused on everyone, however, this process needed to be done because it hasn't been done in so long.

He stated the 3% requested is amongst the lowest in the state. He noted to date, the average request from Board of Educations to their Councils or Boards of Finance is 5.9%. He noted the 3% is not status quo or needs-based, but rather it's what they all need to do to keep Enfield a great place to learn and a great place to live. He strongly encouraged the Town Council to give the Board of Education this 3%. He urged the Council not do it

for political reasons, but do it because it's the right thing to do for the students in this community.

Chairman Kaupin commended the Board for their work on this budget. He applauded the Board for taking the time to do the hard work up front.

Councilman Kiner questioned if the \$350,000 of unknown factors is within the \$71 million dollars, and Mr. Greco responded no.

Councilman Kiner referred to the \$250,000 in reductions regarding reorganizing class sessions and requested clarification on the "if applicable". Mr. Greco explained that means if they're able to pull it off. He noted they're committed to taking that \$250,000 reduction, but they may not be able to do it through that process.

Councilman Mangini expressed her appreciation for an excellent presentation. She noted she would like some feedback from other members of the Board.

Mrs. Hall pointed out the Board voted unanimously for this proposed budget. She noted it was an agonizing process to get to 3%. She stated they all felt 3% was not unreasonable considering all the work the school does in the Town.

Mr. Johnson stated they have been trying to enhance what the students can receive from the schools, and this budget does that. He feels the 3% is adequate and sufficient in order to give students what they need.

Mrs. Apruzzese-Desroches stated this was a very ambitious budget for the Board with the unknown factors and the potential classroom reorganization savings. She noted they are going on the line to say that they may have to find, even with a 3% increase, another \$600,000 in cuts. She pointed out this Board of Education was seated in November, and since that time, they've done nothing but budget work.

Mr. Droney stated these decisions weren't made in a vacuum. He noted he visited the schools to investigate programs such as the TLC program. He stated he was very impressed by this program and the increase in the ability of these students to read and comprehend. He noted he went to the library and learned a library aide is actually a librarian, and it would have a significant impact on the students if they eliminated that position. He feels all nine members are on the Board of Education not to slash and burn, but to be fiscally responsible to the taxpayers as well as to enhance education.

Mr. Arnone agreed with Mr. Greco's comments and believes he speaks for all nine members of the Board. He stated the Board needs the \$600,000 back.

Councilman Kiner stated his belief everyone agrees it's important to invest in the future of children. He questioned where the Town Manager sees the \$600,000 coming from, and Mr. Coppler stated going into the budget, he heard very loud and clear that he needed to go with a budget that's as close to a zero mill increase as possible. He noted it's not within his purview to specify where cuts are made.

Councilman Dumont stated she would like to see student enrollments per school for the last three years. She stated her understanding enrollment is decreasing, and she feels that would have an impact on the budget.

Mr. Greco stated decreasing enrollment only has an impact on the budget if the decrease is happening in the same school and at the same grade. He noted unless they can eliminate a classroom, there's no economy of scale from a decrease in enrollment. He added they can provide enrollment numbers, however, those numbers are across the district.

Councilman Dumont questioned the status of the class sizes, and Mr. Greco stated they're comparable to what is seen in other districts and what the State lays out as a guideline. Dr. Gallacher added staff is constantly shuffling to keep a balance.

Dr. Gallacher stated they can provide the strategic school profile, which will show comparability to the State and other schools within the economic reference group. He noted the guideline for class sizes is 25 to 27 at the elementary level. He stated Enfield has some large classes between 25 to 27 students, but the average size is 21 or 22.

Dr. Gallacher stated they are having a significant increase in the number of preschoolers, especially students with special needs.

Councilman Dumont referred to retiring teachers and questioned whether it's planned to reduce staff through attrition. Mr. Greco stated the plan at this point is to replace the 15 teachers that are retiring.

Councilman Dumont questioned if it's planned to increase the amount of teachers, and Mr. Greco responded no.

Councilman Lee questioned what the Board would do if they found extra money in their budget, and Mr. Greco responded one of the things on the top of their list is textbooks.

Councilman Lee referred to grants that come into the district that don't appear to be calculated as a revenue in the area in which they're designated. Mr. Greco stated they don't show revenues in their budget.

Councilman Lee stated his impression some of the grants are programmed directly to FTE's, therefore, FTE's are being funded twice. He noted it's very confusing to understand how much revenue it takes to operate the system, programs and operations. He stated his believe it's almost misleading to see that \$71 million dollars funds all these programs when there is supplemental revenue funding a sizeable percentage – about \$3 million dollars. Dr. Gallacher stated the majority of the grants should supplement, not supplant, but they're not double-counting the FTE's. He noted if that money disappears, the Board will have to come up with the money for the salary paid for out of that grant.

Councilman Lee questioned if a budget doesn't show expenditures of \$74.5 million, but only \$71.7 million, how does that get reconciled.

Mr. Drezek stated there's no guarantee that grant money will come in. He noted if grant money dries up, the program will either dry up, or the Board of Education has to find the additional money within its appropriation to keep things up and running. He pointed out they have to report grant money separate than they do their regular appropriation. He noted this whole process is audited and double-checked by the State. He referred to the personnel detail and the section for certified and non-certified staffing and noted these are not dollar amounts, but rather FTE's. He stated those are the positions that are funded with the grant money.

Councilman Ragno questioned if the Night Custodian Supervisor and Custodian Supervisor are separate positions. Mr. Arnone stated the Custodian Supervisor is the building supervisor and the Night Custodian Supervisor supervises all buildings at night. Mr. Pongratz explained the Night Custodian Supervisor is on call and would work typically during the day time in the summer season, and he works evenings during the regular school year. He noted this person actually supervises all the custodians, and he would respond to any emergency within the 13 schools.

Councilman Ragno questioned who oversees the Custodian Supervisor, and Mr. Pongratz responded he supervises this position.

Councilman Ragno questioned the hours teachers work according to the contract, and Dr. Gallacher stated the contract calls for a seven and a quarter hour work day. He added they all work more than seven and a quarter hours. He noted he can provide the school calendar which shows the actual time the teachers have to report by level and when their day ends.

Councilman Ragno referred to "Contracted Services" under "Administration and Board Expenses and requested clarification of the figure of \$127,900. Mr. Drezek listed the following items that fall under this category:

- contract with copying services
- secretary for the Board meetings
- postage meter rental
- anything at an administrative level that requires a monthly fee, i.e., Microsoft licensing fee

Mr. Drezek stated the salaries for IT and all IT-related costs are still technically in the Board's budget, and it's the same on the Town side. He noted both sides will transfer into the Internal Service Fund.

Councilman Ragno stated his impression that in the grand scheme of things, this budget is pretty much the same status quo. He noted there are many competing interests when trying to put together a Town budget. He noted the Town Manager is very instrumental in trying to produce a very bare bones type of budget, and he commended him for that effort. He stated his belief they could bridge the gap on a lot of things. He noted he's disturbed that they're willing to sacrifice new, young teachers to accommodate the largest expenses, which are salaries and benefits. He petitioned the Enfield Teachers' Association to reopen the contract and provide some concessions so that they can move the educational process forward with technology and supplies.

Councilman Ragno stated he would like to know the number of students attending the magnet schools.

Councilman Kiner questioned where it's planned to increase fees, and Mr. Greco responded the pre-school partnership programs.

Chairman Kaupin stated over the years there has been very successful integration of services, i.e., Buildings & Grounds and IT. He questioned where else can they go. He noted he has always believed the education system does best when they stick to education because that's their main focus and that's where the dollars should be spent. He noted if there is anything in the operational realm that can be pulled out and combined with the Town for economies of scale, they should do that. He questioned whether the Board has had such discussions.

Mr. Kiner stated at present the Audit Committee is broken up into four separate subcommittees, and one of those subcommittees is looking at Facilities and custodians with the idea of possibly co-mingling custodians. He noted it would have to make financial sense. He stated his understanding the Town out sources custodians, however, at this time he couldn't support such an effort based on what he has heard.

Mr. Arnone stated they have to keep in mind the health, safety and welfare of the children in school buildings. He noted people hear about spinal meningitis, athletic locker room viruses, and flus, and they do not want to lose control of the cleanliness of the schools.

Ms. Apruzzese-Desroches stated the Audit Committee is looking at a variety of things, i.e., outsourcing some services and consolidating some services. She noted they just started looking at these things, and they have a long way to go.

Chairman Kaupin encouraged the Board to look at such ideas.

Chairman Kaupin stated his understanding that about six weeks have passed since the Board put their budget together. He questioned if anything has come up within their budget projections that is different besides the potential liabilities that were mentioned earlier.

Mr. Drezek stated there are no drastic changes, and he feels they're pretty close to knowing the health insurance costs. He added in conjunction with the Town, they're in the process of locking in fuel prices. He noted they should have a better understanding of any changes by the April 30th meeting

Dr. Gallacher referred to the flooding event at Enfield High School and stated CIRMA did an excellent job for the Town of Enfield. He stated it's hoped everything will be back in order by the end of the summer. He added they also appreciate seeing the field work underway.

Chairman Kaupin stated four line items stayed the same as last year's budget – fuel/gas/oil, water, electricity and telephone. He questioned if the Board feels comfortable with this in light of what's going on in the world.

Mr. Greco stated they discussed utilities in detail, and they felt a combination of a rate lock on some of the commodities that are purchased, along with not hearing much from Northeast Utilities about them wanting major increases, they could keep these line items the same and still be able to come in at that number.

Chairman Kaupin referred to Special Education Tuition and noted that figure is also the same as last year. He noted on Page 194, "Educational Services Program-Special Education", there's a big increase in Occupational and Physical Therapy. He questioned the justification of the tuition remaining the same.

Mr. Greco explained the Special Education Tuition is a combination of children that the school system has to outplace, and it's a combination of State agency placements that the school system gets billed for. He stated it's their hope that figure does not change,

however, that could change tomorrow if families move into the district with children who have significant needs. He noted if it were necessary to do an out placement, the cost could run to \$150,000. He went on to explain the other line items Chairman Kaupin referred to are in-house services they're providing to existing students with individualized education programs. He pointed out they are seeing an increase in those students, and an increase in the amount and level of services that they need, especially from an occupational therapy and speech and language therapy perspective. He stated occupational therapy services are very difficult to even contract out because there aren't enough occupational therapists available to deliver the number of services that the school system needs to provide to the students to meet their individualized education program.

Chairman Kaupin referred to Slide #22 and the potential loss of a grant amounting to \$100,000 and questioned if that's been programmed into the budget. Dr. Gallacher stated if that grant disappears, and the school system wants to maintain things, they will have to assume the cost of it.

Chairman Kaupin questioned the Board's sense about the in-school suspension legislation. Mr. Greco stated based on conversations they've had with State legislators and other Superintendents and Board Chairs, they feel the chance of that legislation being repealed is slim to none.

Mrs. Hall stated the proposed legislation this year, which will change what was passed last year, is simply going to change it from going into effect July of this year to January 1, 2009, with defined regulations being set up by the Commissioner of Education. She noted they will not know until October what those regulations will be, and then they'll have only two months to put it into effect. She feels this is a negative all around. She added if anything is changed at this point, it will not be the requirements but rather the implementation date.

Mr. Arnone pointed out when a student is suspended, the student goes home and gets a day off. He noted that isn't much of a deterrent. He acknowledged this is an unfunded mandate, however, he doesn't believe it's a bad idea.

Chairman Kaupin questioned the possibility of having the in-school suspension served in a different facility. Mrs. Hall noted the Education Committee said it could be in a separate facility, however, she does not see that because it could result in having to bus suspended students from 12 different buildings to one building for up to ten days. She pointed out suspensions do not exceed ten days. She feels it doesn't make sense to have this outside the school. She noted even having a space for suspended students within a school is a problem because they don't have storage space right now.

Councilman Ragno referred to Page 190 under Telephone and noted there seems to be a spike leading up to the 2008-2009 budget. Mr. Drezek explained this is something that's different than what's been seen in years past in that they've included the actual figures in this budget.

Councilman Ragno referred to Page 194 under Student Programs and noted there also seems to be a spike leading up to this budget. Mr. Drezek stated that is actually the true cost of the TLC Program. He noted that program has been implemented in stages. He stated this coming fiscal year will be the first time that they will have all nine programs up and running at the same time, and that is the reason for the dramatic increase.

Councilman Lee questioned if there has yet been a discussion about the figure that will ultimately get transferred to the IT Fund. Mr. Drezek responded that figure is about \$948,000 with the exception of employee benefits. Councilman Lee questioned if that includes some of the maintenance contracts for existing software. Dr. Gallacher stated approximately \$487,000 is for salaries and \$460,000 for operating costs. He noted they can provide a breakdown of all these items.

Councilman Ragno referred to Page 186, "Substitute Teachers", and noted the actual expense for 2006-2007 was almost three-quarters of a million dollars, and the proposed budget is \$567,000. He questioned the year-to-date figure.

Mr. Cooke explained this year they had 20 maternity leaves. He noted a long-term substitute is paid a progressive rate because at a certain point they're filling the role of the teacher. He stated they didn't have as many long-term illnesses as they did the previous year.

Ms. Apruzzese-Descroches stated there is a group from the Audit Committee that is exclusively looking at substitute costs and alternative ways of providing substitutes. She noted the committee will either learn the costs are appropriate, or they'll be able to come up with some suggestions to do things differently and save money.

Councilman Lee stated within the Blum-Shapiro report the Council received last night, there's a whole section on nutrition services and grants from the U.S. Dept. of Agriculture that he does not see in the book. He questioned if these are additional or separate items.

Mr. Drezek stated there's one line item in the budget for nutritional services, and that's the only negative in the budget, and that's basically a reimbursement from Nutrition Services back to the Board of Education. He noted that's what they contribute from selling and running the school lunch programs. He pointed out this area is reviewed extensively every year.

Councilman Dumont referred to the 2006-07 budget and noted the school system spent exactly what they budgeted. Mr. Drezek noted that's not always the case. He noted they are doing things a lot differently than what was done in the past.

There was no Executive Session.

ADJOURNMENT

MOTION #9762 by Councilman Jones, seconded by Councilman Ragno to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9762** adopted 7-0-0, and the meeting stood adjourned at 8:15 p.m.

Respectfully submitted,

Jeannette Lamontagne
Secretary to the Council

Suzanne F. Olechnicki
Town Clerk
Clerk of the Council

ENFIELD TOWN COUNCIL
MINUTES OF A SPECIAL MEETING/BUDGET REVIEW SESSION
MONDAY, APRIL 14 2008

The Special Meeting/Budget Review Session of the Enfield Town Council was called to order by Chairman Kaupin in the Enfield Room of the Enfield Town Hall, 820 Enfield Street, Enfield, Connecticut on Monday April 14, 2008 at 6:35 p.m.

ROLL-CALL - Present were Councilmen Bosco, Dumont, Edgar, Jones, Kaupin, Kiner, Lee and Nelson. Councilmen Crowley, Mangini and Ragno were absent. Also present were Town Manager Matthew Coppler, Director of Finance Lynn Nenni, Director of Social Services Pamela Brown, Dial-A-Ride Coordinator Annette Reed, Child Development Center Executive Director Karen Edelson, Child Development Center Deputy Director Dianna Wassenhove, Youth Services Director, Jean Haughey, Youth Services Coordinator Christie Amsden, Senior Citizens Center Director Susan Lather, Family Resource Center Coordinator Amy Morales, Town Clerk Suzanne Olechnicki.

The budget proposals for Social Services Administration, Dial-A-Ride, Congregate Living, Adult Day Care, Child Development Center, Senior Center, Youth Services, Neighborhood Services, Family Resource Center and recommendations for funding of other agencies from the Human Service Advisory Commission were reviewed.

There was no Executive Session

ADJOURNMENT

MOTION #9763 by Councilman Jones, seconded by Councilman Bosco to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken the Chair declared **MOTION #9763** adopted 8-0-0 and the Special Meeting/Budget Review Session stood adjourned at 9:00 p.m.

Suzanne F. Olechnicki
Town Clerk
Clerk of the Council

**ENFIELD TOWN COUNCIL
MINUTES OF A SPECIAL MEETING
WEDNESDAY, APRIL 16, 2008**

The Special Meeting of the Enfield Town Council was called to order by Chairman Kaupin in the Enfield Room of the Enfield Town Hall, 820 Enfield Street, Enfield, Connecticut on Wednesday April 16, 2008 at 6:35 p.m.

ROLL-CALL - Present were Councilmen Bosco, Crowley, Dumont, Edgar, Kaupin, Kiner, Lee, Nelson and Ragno. Councilmen Jones and Mangini were absent. Also present were Town Manager Matthew Coppler, Assistant Town Manager Daniel Vindigni, Director of Finance Lynn Nenni, Chief of Police Carl Sferrazza, Deputy Chief of Police Anjo Timmerman, Captain Gary Collins, Town Clerk Suzanne Olechnicki.

The Public Safety Administration, Protection of Life and Property and Communications budget proposals were reviewed.

ADJOURNMENT

MOTION #9764 by Councilman Ragno, seconded by Councilman Crowley to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9764** adopted 9-0-0 and the meeting stood adjourned at 8:22 p.m.

Suzanne F. Olechnicki
Town Clerk
Clerk of the Council

ENFIELD TOWN COUNCIL
MINUTES OF A SPECIAL MEETING
THURSDAY, APRIL 17, 2008

The Special Meeting of the Enfield Town Council was called to order by Chairman Kaupin in the Enfield Room of the Enfield Town Hall on Thursday, April 17, 2008 at 6:04 p.m.

ROLL-CALL - Present were Councilmen Bosco, Dumont, Edgar, Kaupin, Lee, and Ragno. Councilman Crowley, Jones, Kiner and Mangini were absent. Also present Town Manager Matthew Coppler, Assistant Town Manager Daniel Vindigni, Director of Finance Lynn Nenni, Director of Planning & Community Development José Giner, Chief Technology Officer Paul Russell, Town Clerk Suzanne Olechnicki.

Also present were Chairman Theodore J. Plamondon Jr. for the Enfield Veterans Council, Chairman Diane Carlone and Treasurer Theresa Jedynak for the Cultural Arts Commission.

Discussion/Review for this session focused on the committees listed above, Planning, Planning and Zoning Commission, Zoning Board of Appeals, Conservation Commission, Inland Wetlands, Historic District Commission, Information Technology, Finance Administration, Treasury, Collection of Revenues, Assessor and General Services.

ADJOURNMENT

MOTION #9765 by Councilman Ragno, seconded by Councilman Dumont to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9765** adopted 6-0-0 and the meeting stood adjourned at 8:00 p.m.

Suzanne F. Olechnicki
Town Clerk
Clerk of the Council

**ENFIELD TOWN COUNCIL
MINUTES OF A SPECIAL MEETING
MONDAY, APRIL 21, 2008**

A Special Meeting of the Enfield Town Council was called to order by Chairman Kaupin in the Enfield Room of the Enfield Town Hall, 820 Enfield Street, Enfield, Connecticut on Monday, April 21, 2008. The meeting was called to order at 5:34 p.m.

ROLL-CALL – Present were Councilmen Dumont, Edgar, Kaupin, Kiner, Lee, Mangini, Nelson and Ragno. Councilmen Bosco and Jones arrived at 5:35 p.m., Councilman Crowley at 6:43 p.m. Also present Town Manager Matthew Coppler, Assistant Town Manager Daniel Vindigni, Town Clerk Suzanne Olechnicki

MOTION #9766 by Councilman Mangini, seconded by Councilman Ragno to go into Executive Session to discuss Personnel Matters, Pending Litigation and Real Estate Negotiations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9766** adopted 10-0-0 and the meeting stood recessed at 5:35 p.m.

EXECUTIVE SESSION

The Executive Session of the Enfield Town Council was called to order by Chairman Kaupin at 5:36 p.m.

ROLL-CALL – Present were Councilmen Bosco, Dumont, Edgar, Jones, Kaupin, Kiner, Lee, Mangini, Nelson and Ragno. Councilman Crowley arrived at 6:43 p.m. Also present Town Manager Matthew Coppler, Assistant Town Manager Daniel Vindigni, Town Clerk Suzanne Olechnicki

Personnel Matters, Pending Litigation and Real Estate Negotiations were discussed with no action or votes being taken.

Chairman Kaupin adjourned the Executive Session at 6:50 p.m. He reconvened the Special Meeting at 6:51 p.m. and stated that during Executive Session, Personnel Matters, Pending Litigation and Real Estate Negotiations were discussed with no action or votes being taken.

ADJOURNMENT

MOTION #9767 by Councilman Nelson, seconded by Councilman Jones to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9767** adopted 11-0-0 and the meeting stood adjourned at 6:52 p.m.

Suzanne F. Olechnicki
Town Clerk/Clerk of the Council

**ENFIELD TOWN COUNCIL
MINUTES OF A REGULAR MEETING
MONDAY, APRIL 21, 2008**

Before the Regular Meeting was called to order, Chairman Kaupin read a proclamation recognizing April 30, 2008 as Arbor Day in the Town of Enfield.

The Regular Meeting of the Enfield Town Council was called to order by Chairman Kaupin in the Council Chambers of the Enfield Town Hall, 820 Enfield Street, Enfield, Connecticut on Monday, April 21, 2008. The meeting was called to order at 7:05 p.m.

PRAYER – The Prayer was given by Councilman Ragno.

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was said.

ROLL-CALL – Present were Councilmen Bosco, Crowley, Dumont, Edgar, Jones, Kaupin, Kiner, Lee, Mangini, Nelson and Ragno. Also present were Town Manager, Matthew Coppler; Assistant Town Manager, Daniel Vindigni; Town Clerk, Suzanne Olechnicki; Town Attorney, Kevin Deneen; Director of Social Services, Pam Brown; Director of Finance, Lynn Nenni

FIRE EVACUATION ANNOUNCEMENT

Chairman Kaupin made the fire evacuation announcement.

MINUTES OF PRECEDING MEETINGS

MOTION #9768 by Councilman Mangini, seconded by Councilman Crowley to accept the minutes of the April 2, 2008 Special Meeting.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9768** adopted 11-0-0.

MOTION #9769 by Councilman Nelson, seconded by Councilman Mangini to accept the minutes of the April 7, 2008 Special Meeting.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9769** adopted 10-0-1, with Councilman Bosco abstaining.

MOTION #9770 by Councilman Ragno, seconded by Councilman Mangini to accept the minutes of the April 7, 2008 Regular Meeting.

Referring to Page 6, Councilman Dumont noted it states that she said the Leisure Committee meeting would be April 13th. She stated that meeting was actually on April 15th. Chairman Kaupin requested the record be corrected to reflect this clarification.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9770** adopted 11-0-0.

SPECIAL GUESTS

SUPPORTIVE HOUSING PRESENTATION

Present for this discussion were John Tait, President of Enfield People for People and John Dunne, Senior Program Manager for the Corporation for Supportive Housing

Mr. Tait stated Enfield People for People has been in existence for over 15 years, and they've already completed two co-op projects. He noted one project is located in the Hazardville section of Enfield and the other project is on Pleasant Street in Thompsonville. He pointed out these projects resulted in returning properties to the tax rolls. He noted since those projects were completed, they've been involved with Enfield Loaves & Fishes and Pam Brown's committee on homelessness. He stated they've become very aware there is a homeless problem in Enfield, and they decided their next project would be to take on something to attack that problem.

He stated through some investigation they've decided a homeless shelter doesn't solve the problem of homelessness. He explained supportive housing takes a different approach. He noted they want to get the word out that this type of housing has an 80% success rate in curing chronic homelessness.

Mr. Dunne explained the Corporation for Supportive Housing is a national organization and their goal is to end homelessness in the United States. He noted they've had an office in New Haven since 1993 and since that time, they've collaborated and cooperated in creating about 3,000 units of permanent supportive housing in Connecticut. He explained they provide resources, skills, technical assistance, grants and loans to developers of permanent supportive housing and to organizations that develop such projects. He noted they also advocate for systems change, especially around creating new financial resources for the production of permanent supportive housing.

Mr. Dunne stated supportive housing is just like any other rental housing. He noted people who live in these units have their own kitchens and bathrooms, and they're considered tenants. He noted this is not a program, nor are there shared facilities for a number of people.

He stated permanent supportive housing can consist of eight to as many as 48 units of housing. He pointed out tenants have leases and all the rights and responsibilities of people in rental housing. He stated the critical difference between supportive housing and other rental housing is that there is also a service provision. He explained usually a

building will have a case manager who works in that building to help people hook up with services they may need, i.e., employment services, benefit services, training, counseling and anything else that might be needed.

Mr. Dunne explained why these tenants need services. He noted the chronically homeless in the U.S. and in Connecticut are typically people who have experienced mental illness, substance abuse issues or some other type of disability. He stated permanent supportive housing aims to help these people by providing affordable housing and providing services to help them on the road to recovery.

He stated most of the projects his corporation has helped sponsor in Connecticut aren't 100% dedicated to people who have these kinds of disabilities. He noted in most of the projects they've sponsored in Connecticut, about 50% of the residents are people who need the services being provided. He stated the other half of the units are provided to people who need affordable housing.

Mr. Dunne stated they hope to work with Enfield People for People and assist them in getting some of the skills and resources to produce some permanent supportive housing in Enfield.

He stated some people are concerned about property values, however, in eight of the nine projects done around the state, the property values increased. He noted the only area that did not increase property value was in Stamford and this is because property values were already high. He added contrary to people's belief, there's no increase in crime from this type of housing.

Councilman Bosco questioned if this would be limited to just people in Enfield. Mr. Tait stated the Fair Housing Act says they cannot discriminate against anyone. He went on to note the service provider agencies have a responsibility to make sure that whoever comes in has a community of interest within the town, therefore, they will be able to restrict who gets in. He pointed out chronically homeless people do have a community of interest in Enfield. He noted they have either a family member or friend that draws them here, therefore, they already have connectivity to Enfield. He stated they will not have busloads of people coming from Hartford or Springfield.

Councilman Bosco questioned if they screen incoming tenants to be sure they're not violent or have some type of criminal record. Mr. Dunne stated the property managers go through the entire regular screening that a property management company goes through in any other kind of housing.

Councilman Crowley questioned whether taxes are being paid on these properties, and Mr. Tait responded yes.

Councilman Crowley questioned how long a person gets to stay in this type of housing. Mr. Tait stated there are some people who will move on, and others who will stay a long time.

Mr. Tait stated they want to be sure they blend in with the community.

Councilman Crowley questioned whether they assist whole families. Mr. Tait stated they could either help singles or women with children. He noted Enfield has a large percentage of homeless women with children.

Councilman Mangini stated her belief Enfield definitely needs this kind of housing.

Councilman Dumont stated she applauds this approach because it addresses the root cause of the homeless problem. She went on to state her impression that once someone gets into this program, they can remain with the program for many years. Mr. Dunne noted it's not easy for anyone who has affordable housing in Connecticut to move somewhere else. He noted there's no attempt to get people to move out. He pointed out they want to keep people from being homeless.

Councilman Ragno questioned the number of homeless in Enfield at this time. Mr. Tait stated they counted eight homeless people, however, he knows there are more people who are without permanent housing.

Councilman Ragno questioned how they confirm these people aren't transients from out of town. Mr. Tait stated he sees these people day after day at the soup kitchen. Mr. Dunne added they consider people living in shelters to be homeless.

Councilman Ragno questioned if these people are employed, and Mr. Dunne stated about 60% are employed.

Councilman Nelson questioned if the Pleasant Street units have security or on-site management, and Mr. Tait stated that is different housing. He noted that is co-op housing, and those tenants are all employed. He stated they are low income, and they pay a fair rent for their apartment.

Councilman Nelson stated he's not into helping prisoners or prisoners' families that move to Enfield because someone they know is staying in prison. He stated his understanding some rents can be as low as \$10 per month. He questioned what incentive is there to get a job.

Mr. Tait referred to very low rents and explained once they get tenants into the program and involved in supportive services, they begin to build their abilities and their confidences. He noted this is how they end chronic homelessness.

Councilman Nelson stated his belief they should be helping families with children who are struggling. He questioned what classifies a person as an Enfield resident. He noted because Enfield has so many social service programs, Enfield is the town to be in from the surrounding areas. He stated he does not feel a person is classified as a resident because they have a family member or a friend residing in Enfield. He noted he couldn't support this unless a person had a previous address and fell on hard times in Enfield.

Councilman Nelson questioned if mentally disabled persons get some type of program through the federal government with their social security. Mr. Tait responded not necessarily. Mr. Dunne stated people may get a social security disability income check, but that doesn't pay for housing.

Councilman Nelson questioned if a sexual offender is considered mentally ill, and Mr. Dunne responded sexual offenders are typically considered mentally ill.

Councilman Kiner commended Messrs. Tait and Dunne for their passion in preventing chronic homelessness. He went on to question who will be building these units and who fronts the money. Mr. Tait responded Enfield People for People would actually be the developer. He explained they will hire a contractor and a property manager after it's built. He stated they already have a service provider.

Mr. Dunne stated his organization provides funds and the State has an initiative called the Next Step Initiative, which actually provides the capital, they provide money for the services and they provide rental subsidies. Mr. Tait added it's similar to Section 8.

Councilman Kiner questioned who maintains the property, and Mr. Dunne responded a professional property management company typically does this.

Councilman Kiner questioned who would be contacted if a person were interested in becoming involved in this. Mr. Tait stated people could contact him at 749-4951. He noted he'd be happy to talk to anyone who wishes to get involved.

Councilman Lee questioned how many units would make an impact in Enfield. Mr. Tait estimated six to eight units initially.

Councilman Lee stated if those units are not being utilized to meet the needs of supportive housing, could they serve as low to moderate-income housing. Mr. Dunne stated all of the units are designed so that from the beginning, 50% of the units are for

affordable housing for low-income people and 50% are targeted toward people who need the services.

Councilman Lee questioned when this is pursued, is it typically in a cluster or is it spread around town. Mr. Tait stated there are two different ways to go about this – one is called scattered site, which actually does work like Section 8. He noted they could rent existing apartments, or they could do a single site complex, which is what they prefer. He noted the advantage of a single site is locating all the case management at one location.

Councilman Lee questioned whether there's a time frame or some type of deed restriction that these units operate within the program for a certain period of time, and Mr. Dunne stated the loan that funds this is usually a 30-year mortgage and the use is restricted during that period of time.

Councilman Ragno questioned from a zoning perspective, does this have an impact on what they're trying to do in town. Mr. Dunne noted they have to go before Planning & Zoning.

Councilman Crowley stated there is the concern this will happen in Thompsonville, however, it could actually be anywhere in town. Mr. Tait responded that's correct.

Chairman Kaupin questioned when they envision this going forward, and Mr. Tait responded probably one to two years.

PUBLIC COMMUNICATIONS & PETITIONS

Mrs. Collins, the Hazardville Section

Stated she's aware of a homeless man and his dog who lives near her, and the police are aware of this.

Mrs. Collin stated if St. Andrews Church removes the large sign, which has her husband's name on it, she would like to have it. Chairman Kaupin indicated he'd check into this.

She stated the only reason volunteers are needed for the Clean Sweep in Thompsonville is because people who live down there are too lazy to clean up after themselves. She referred to the Clean Sweep in her area, and this was reported in the newspaper. She noted someone else took all the glory for this and had nothing to do with it. She stated she would never ask her State Representative for anything because she feels she was used badly about four years ago concerning the state park.

Mrs. Collins questioned if it's true that the Town is asking Social Services to have fundraisers to add to their budget. Chairman Kaupin responded no, and noted the Director of Social Services can speak about this later on the agenda.

She then spoke about supportive housing and noted there's a boarding house on Cooper Street and a Section 8 house in this area. She questioned how these types of dwellings came to be in her neighborhood. She went on to note Thompsonville is bad enough without putting more of this type of housing in that area.

Margaret Jedziniak, 232 Abbe Road

Stated she does good things every day, however, she doesn't see anyone doing good things for her. She noted 20% of the people have 80% of the money spent on them. She questioned the benefit to the taxpayers. She noted taxpayers are against the wall. She feels people want to do things that make them feel good with taxpayers' money. She noted it was said that only Enfield people would be allowed in the supportive housing. She stated her belief a non-profit, which is federally funded, is not allowed to discriminate. She noted the presentation given at the church was an entirely different story. She questioned how many homeless persons are in Enfield. She noted she heard there were two, and that is what she heard from the police department. She questioned if there are any paid positions with this organization. She questioned how this organization would obtain this housing, and will they pay for this, or will the taxpayers pay for it.

Ms. Jedziniak stated her belief Enfield has enough low-income housing, and doesn't deserve any more.

Paul DeGregorio, 16 Debbie Lane

Stated on January 2, 2008, he spoke to the recording secretary about the minutes and was approached by a police officer in plainclothes who asked the secretary if he was giving her a hard time. He feels this was character assassination. He noted at that same meeting, he raised his hand to speak again, however, he was told the police would escort him if there was another outburst.

Mr. DeGregorio stated he recently received a letter indicating Richard Blumenthal is finally getting involved. He stated his understanding he sent a letter to Mr. Coppler about what's going on in Enfield.

He stated he runs a small window business in Enfield, owns a home in Enfield and pays taxes. He pointed out not only is he being harassed by the police, but he's also being harassed as a small business owner.

Mr. DeGregorio stated Mr. Nelson had mentioned he was looking for one minute of fame. He pointed out every year he puts on a jazz show at the Durham Fair, which is the

biggest fair in the State of Connecticut. He noted the organizers of that event stated in 2006 they had the biggest turnout to hear him sing. He noted coming before the Council is nothing. He stated he has never seen such a delusional deceit – character assassination and threatening. He stated he wished his integrity wasn't in question and that the Council would actually look into what's going on.

Irene Percoski, 77 West Shore Drive

Agreed with Councilman Nelson's comments about supportive housing. She feels there are a lot of people in Enfield losing jobs, and the only jobs they can find are at much lower wages. She stated these people are hurting. She pointed out costs are going up for oil, electricity, cable, telephone, etc. She noted for people on fixed incomes, it's difficult. She stated this past winter has been one of the most financially difficult years for her and her husband. She agreed with Councilman Nelson the Town should be focusing on helping young struggling families instead of supposedly homeless people. She noted who is to know that they're homeless and where they come from.

COUNCILMEN COMMUNICATIONS AND PETITIONS

Councilman Mangini stated she and Chairman Kaupin attended a volunteer appreciation dinner for all the volunteers of the Enfield Food Shelf and Loaves and Fishes. She noted without these volunteers, Enfield would be in worst condition. She stated there would be a higher crime rate and people going without food. She thanked those people who go the extra mile to help less fortunate people.

Councilman Lee thanked the Enfield Fire District for inviting the Council to their annual banquet. He noted it was a great time.

Councilman Lee thanked everyone who participated in the Clean Sweep. He noted there were at least 100 volunteers and a lot of debris was collected.

Councilman Lee requested an update concerning the large power supply pole located across from Nathan Hale School. He noted there is also a damaged sidewalk near that pole.

Councilman Crowley announced the Thompsonville Little League is having their opening day this Saturday at 9:00 a.m. behind Asnuntuck Community College.

Councilman Crowley questioned when the fishing derby would take place, and will the pond be stocked.

Councilman Ragno noted the Town Green's American flag is worn out. He requested it be replaced.

He stated he would like to see some resurfacing on the roadway near Collins Creamery.

Councilman Ragno questioned when the street sweeping would begin.

He announced there would be a 2008 Cook Off at the Pleasant View Farm on May 3rd. He noted the proceeds would go to the Enfield Food Shelf.

Councilman Bosco requested an update regarding 71 Steele Road. He went on to note he learned Debra Street wouldn't be addressed until 2012. He suggested the Town at least have someone fix the potholes in that area. As concerns the pothole near Steele and Edgewood Roads, he noted although the pothole was repaired, work still needs to be done in that area.

He thanked EMS and the Enfield Police for helping his uncle who had fallen.

Councilman Bosco suggested some fencing be erected to deter four-wheelers in the area near the Town Farm Road hill.

As concerns supportive housing, Councilman Dumont stated the Social Services Department already has a lot of programs in place to help at risk families. As concerns helping the homeless, she does not feel they're giving up one to help the other. She stated at risk families should not be proud, but rather they should contact Pam Brown in Social Services to get available help.

Councilman Kiner stated the Enfield Lions Club is having a pancake breakfast on May 3 at the Enfield Senior Center at 8:00 a.m.

Councilman Nelson suggested using prison inmates or boy scouts to assemble the new tipper barrels, rather than using skilled personnel at Public Works.

He stated he heard a lot of positive things about the response Enfield's emergency services provided at a house fire in Ellington. He noted all the surrounding towns worked very well together.

MOTION #9771 by Councilman Nelson, seconded by Councilman Mangini to move Items for Discussion – A1 through 6; B1 through 4; D, E, F, G and H to Miscellaneous.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9771** adopted 11-0-0.

Chairman Kaupin stated prior to this meeting, the Council had a meeting with Commissioner MacDonald from the State Economic Development Department. He

noted present at that meeting were Senator Kissel, Rep. Tallarita, Councilman Nelson, Matthew Coppler, Ray Warren, Fran Walenta, Peter Bryanton and Frank Alaimo. He stated this was an initial meeting with the Commissioner to see what type of assistance her department and the State can give to Enfield. He noted there is a list of items that Commissioner MacDonald is going to look into.

Chairman Kaupin stated this Saturday, there will be a Community Safety Awareness Day at the Raffia Road Service Center from 11:00 a.m. to 3:00 p.m. He noted they will be checking baby and infant safety seats and there will be free car safety inspections.

Chairman Kaupin reminded everyone there will be a Public Hearing on the proposed budget on Wednesday, April 30th at 7:00 p.m. at the Enfield Senior Center.

TOWN MANAGER REPORT & COMMUNICATIONS

Roads 2005

Mr. Coppler stated the Council has been given an update on Roads 2005. He stated at this time, it's anticipated Section 4A will be the last section to be funded under Roads 2005 funding. He noted after the budget process concludes, he hopes to have a meeting with the Town Council to discuss how to move forward.

Councilman Lee referred to the water company making improvements in their system and questioned whether the water company's plans and the Town's costs can move forward cooperatively. Mr. Coppler stated he'd check into this.

Councilman Crowley questioned when roadwork would begin this year, and Mr. Coppler stated it already started in the presidential and Scitico sections.

Councilman Crowley pointed out Church Street is in very poor condition. Mr. Coppler stated he will look into that.

Mr. Coppler stated after the budget process is done, it's planned to discuss road projects with the Council and provide an estimate for the remainder of the streets and discuss how they will fund that.

Chairman Kaupin stated he does not want to see roadwork stopped. He noted the Council should be prepared to say they need to move forward on a referendum by a certain date so there isn't a hiatus of roadwork. Mr. Coppler agreed they don't want to see a lull in the construction process, and he believes there are things they can do to make sure that doesn't happen.

Mr. Coppler stated the Council has an update on the fields. He noted they are moving along quite well.

He stated the fishing derby will take place in June, and the pond will be re-stocked before then. He noted firm dates would be provided.

Mr. Coppler stated they would look into the American flag on the Town Green.

He stated his belief street sweeping has begun.

Chairman Kaupin suggested the street sweeping schedule be placed on TV so that people can move their cars.

Mr. Coppler stated he spoke to the Director of Public Works concerning Steele Road as well as other roads. He stated he does not believe they've converted over to the hot mix as yet, however, that should happen soon.

TOWN ATTORNEY REPORT AND COMMUNICATIONS

Attorney Deneen stated the Tax Collector sent out letters to various delinquent accounts, and those items will be moving over to the Town Attorney's office if taxpayers don't make an arrangement with the Tax Collector by this Friday. He noted they will continue moving forward on this.

REPORT OF SPECIAL COMMITTEES OF THE COUNCIL

Councilman Mangini stated the Fourth of July Committee is moving along very nicely.

Councilman Dumont stated the Leisure Committee met recently and dog park representatives presented their proposal to the Committee. She noted staff was suppose to meet on April 17th to review this proposal, make recommendations and report their findings to staff, management and the Town Council. She went on to note that about 20 towns in Connecticut are looking into dog parks. She stated the dog park group has been checking out and cleaning local parks of dog waste. She noted they found more litter from humans than dog waste.

OLD BUSINESS

APPOINTMENTS (TOWN COUNCIL)

MOTION #9772 by Councilman Mangini, seconded by Councilman Jones to remove Item #4 from the table.

Upon a SHOW-OF-HANDS vote being taken, the Chair declared MOTION #9772 adopted 11-0-0.

NOMINATION #9773 by Councilman Jones to appoint Catherine MacKinnon (D) to the Enfield Revitalization Strategy Committee for a term which expires 4/30/08.

MOTION #9774 by Councilman Jones, seconded by Councilman Ragno to close nominations.

Upon a SHOW-OF-HANDS vote being taken, the Chair declared MOTION #9774 adopted 11-0-0.

Upon a ROLL-CALL vote being taken, the Chair declared Catherine MacKinnon appointed to the Enfield Revitalization Strategy Committee by an 11-0-0 vote.

All other appointments remained on the table.

Items C. through G. remained tabled.

MOTION #9775 by Councilman Nelson, seconded by Councilman Dumont to remove Item H. from the table.

Upon a SHOW-OF-HANDS vote being taken, the Chair declared MOTION #9775 adopted 11-0-0.

MOTION #9776 by Councilman Ragno, seconded by Councilman Kiner to remove Item H. from the agenda.

Upon a SHOW-OF-HANDS vote being taken, the Chair declared MOTION #9776 adopted 11-0-0.

NEW BUSINESS

APPOINTMENTS (TOWN COUNCIL)

NOMINATION #9777 by Councilman Nelson to reappoint Kenneth Carlson to the Enfield Revitalization Strategy Committee for a term which expires 04/30/11.

MOTION #9778 by Councilman Jones, seconded by Councilman Nelson to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9778**
Adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Kenneth Carlson reappointed to the Enfield Revitalization Strategy Committee by an 11-0-0 vote.

NOMINATION #9779 by Councilman Nelson to reappoint Colleen Cross to the Enfield Revitalization Strategy Committee for a term which expires 04/30/11.

MOTION #9780 by Councilman Dumont, seconded by Councilman Nelson to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9780**
adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Colleen Cross reappointed to the Enfield Revitalization Strategy Committee by an 11-0-0 vote.

NOMINATION #9781 by Councilman Nelson to reappoint Kenneth Edgar (D) to the Enfield Revitalization Strategy Committee for a term which expires 04/30/11.

MOTION #9782 by Councilman Nelson, seconded by Councilman Mangini to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9782**
adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Kenneth Edgar reappointed to the Enfield Revitalization Strategy Committee by an 11-0-0 vote.

NOMINATION #9783 by Councilman Nelson to reappoint Pamela Leitao (D) to the Enfield Revitalization Strategy Committee for a term which expires 04/30/11.

MOTION #9784 by Councilman Jones, seconded by Councilman Nelson to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9784**
adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Pamela Leitao reappointed to the Enfield Revitalization Strategy Committee by an 11-0-0 vote.

NOMINATION #9785 by Councilman Nelson to reappoint Jack Lopes (U) to the Enfield Revitalization Strategy Committee for a term which expires 04/30/11.

MOTION #9786 by Councilman Jones, seconded by Councilman Nelson to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9786** adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Jack Lopes reappointed to the Enfield Revitalization Strategy Committee by an 11-0-0 vote.

NOMINATION #9787 by Councilman Nelson to reappoint Jeanne Smith (D) to the Enfield Revitalization Strategy Committee for a term which expires 04/30/11.

MOTION #9788 by Councilman Jones, seconded by Councilman Nelson to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9788** adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Jeanne Smith reappointed to the Enfield Revitalization Strategy Committee by an 11-0-0 vote.

NOMINATION #9789 by Councilman Nelson to reappoint John Pereira (R) to the Enfield Revitalization Strategy Committee for a term which expires 04/30/11.

MOTION #9790 by Councilman Jones, seconded by Councilman Nelson to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9790** adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared John Pereira reappointed to the Enfield Revitalization Strategy Committee by an 11-0-0 vote.

NOMINATION #9791 by Councilman Nelson to appoint Jeremy Meade (D) to the Enfield Revitalization Strategy Committee for a term which expires 04/30/11.

MOTION #9792 by Councilman Jones, seconded by Councilman Nelson to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9792** adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Jeremy Meade appointed to the Enfield Revitalization Strategy Committee.

DISCUSSION/RESOLUTION: LEAVE A LEGACY CONNECTICUT

Ms. Brown stated this is a statewide campaign to encourage people to have a will and to name a non-profit group that they support within their will. She pointed out this relates to any group that a person would like to support with funds that they'd be leaving to future generations.

Ms. Brown stated she brought forward this idea because she was aware that some very substantial gifts were made in neighboring communities. She noted it would be wonderful if they could promote that kind of thing in Enfield. She stated this is not to give her permission to start a campaign, but rather it's simply to put this idea out to the community.

RESOLUTION #9793 by Councilman Mangini, seconded by Councilman Dumont.

RESOLVED, that the Enfield Town Council hereby endorses "Leave a Legacy Connecticut", a statewide public awareness effort to promote charitable giving through wills and estate plans.

Councilman Mangini voiced her support of this idea.

Councilman Lee stated he looked into this since the last meeting, and the information he found resolved any concerns he had.

Councilman Kiner voiced his support of this idea and stated his belief this is a great program.

Councilman Ragno stated he supported this initially and he supports it now. He pointed out this could be a living gift as well.

Councilman Bosco stated he likes the idea, however, he does not like the idea of government looking for money. He stated his belief the Town should not be asking for this since it gets enough.

Councilman Nelson questioned whether any other communities in the area are involved with this. He pointed out anyone can donate anything to anyone. He added he supports donating to the Town, however, he does not support this.

Councilman Dumont voiced her support of this and stated her belief this is a wonderful opportunity. She noted they're not doing any soliciting.

Councilman Jones stated his belief the Town should not be soliciting money.

Councilman Ragno agreed with Councilman Dumont. He noted this has nothing to do with taxes, but rather it's a means to make people aware of this opportunity. He pointed out this isn't being thrust upon anyone, but rather it's an awareness campaign.

Councilman Dumont stated if someone donates money, it will not be used to pay salaries, benefits, etc., but rather it would be for something specific. She noted a person would tell the Town what their preference is. She stated the Town has a way of keeping that money separate.

Councilman Kiner pointed out taxes are mandatory, and this program is voluntary.

Chairman Kaupin stated he will support the resolution. He stated his hope that if money comes to the Town and isn't earmarked for something specific, it won't be used for operational expenses. He stated his understanding Pam Brown will work with the other social service agencies in town so that this is a community effort. Ms. Brown stated she would be doing that.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #9793** adopted 7-4-0, with Councilmen Bosco, Jones, Edgar and Nelson voting against the resolution.

Items E., F. and G. remained on the agenda.

ITEMS FOR DISCUSSION

DISCUSSION/RESOLUTION RE: OPTION TO PURCHASE 33 NORTH RIVER STREET, AMENDMENT TO OPTION AGREEMENT

Mr. Coppler stated there was a miscommunication concerning the extension of the first right of refusal. He noted the owners' intention was that the first right of refusal would expire in 2010. He stated they did not want to extend it for two years beyond the renewal the Council adopted at a previous meeting. He noted they are asking the Council to make an amendment to the purchase option to reflect that the first right of refusal would expire

in 2010, which would be one year after the renewal and two years after the original term of the agreement. He pointed out the decision point for this building will be long before 2010.

MOTION #9794 by Councilman Jones, seconded by Councilman Ragno to move this to Miscellaneous.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9794** adopted 11-0-0.

CT COALITION FOR JUSTICE IN EDUCATION FUNDING

Chairman Kaupin stated last week he and the Town Manager met with Steve Casonos, former mayor of Manchester, and he is now involved in the CT Coalition for Justice in Education Funding. He noted they made a presentation asking Enfield to join their cause. He explained it seeks to work with the Legislature and the Governor's office in getting the State to fully fund their promises under the Education Cost Sharing Grant. He stated there isn't a legal action at this time, but it's supported by the law students at Yale University. He noted they're looking for membership, and the annual membership for Enfield would be \$5,000 to join this effort, however, none of those monies would be spent on legal fees. Mr. Coppler stated that fee would be spent on professional fees and consultants.

It was agreed this item will be further discussed at the next meeting.

MISCELLANEOUS

MOTION #9795 by Councilman Nelson, seconded by Councilman Ragno to approve the Consent Agenda. (Resolutions Attached)

Transfer \$1,800 Recreation Programming Transportation
Transfer \$250 Recreation Other Supplies
Transfer \$13,298.08 Police Overtime DUI Participation
Transfer \$40 Police Overtime Dispatch Training
Transfer \$1,800 Adult Day Center Other Professional Services
Transfer \$6,000 Dial-A-Ride Gasoline

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9795** adopted 11-0-0.

NOMINATION #9796 by Councilman Nelson to reappoint Harold Grout (U) to the Cultural Arts Commission for a term that expires 5/31/10.

MOTION #9797 by Councilman Ragno, seconded by Councilman Nelson to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9797** adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Harold Grout reappointed to the Cultural Arts Commission by a 10-0-0 vote, with Councilman Jones absent at the vote.

NOMINATION #9798 by Councilman Nelson to reappoint Yvonne Wollenberg (U) to the Cultural Arts Commission for a term that expires 5/31/10.

MOTION #9799 by Councilman Kiner, seconded by Councilman Nelson to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9799** adopted 10-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Yvonne Wollenberg reappointed to the Cultural Arts Commission by a 10-0-0 vote, with Councilman Jones absent at the vote.

NOMINATION #9800 by Councilman Nelson to appoint Carmela Brennan (D) to the Prison Town Liaison Committee. Term is indefinite.

MOTION #9801 by Councilman Dumont, seconded by Councilman Ragno to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9801** adopted 10-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Carmela Brennan appointed to the Prison Town Liaison Committee by an 11-0-0.

NOMINATION #9802 by Councilman Nelson to reappoint Tophie Nowak (R) to the Enfield Revitalization Strategy Committee for a term that expires 4/30/11.

MOTION #9803 by Councilman Nelson, seconded by Councilman Ragno to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9803** adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Tophie Nowak reappointed to the Enfield Revitalization Strategy Committee by an 11-0-0 vote.

RESOLUTION #9804 by Councilman Nelson, seconded by Councilman Jones.

WHEREAS, the Metropolitan District, a specially chartered municipal corporation with offices at 555 Main Street, Hartford, Connecticut, has offered the Town of Enfield the opportunity to participate in its regional 2008 Household Hazardous Waste Collection (HHWC) program; and

WHEREAS, participating in the Metropolitan District's HHWC program will provide for one Household Hazardous Waste Collection Day within the Town of Enfield and will also permit its residents access to the collection program days held outside the Town of Enfield during calendar year 2008;

THEREFORE, BE IT RESOLVED, the Enfield Town Council hereby authorizes the Town Manager to execute an agreement with the Metropolitan District for the Town to participate in its 2008 Household Hazardous Waste Collection Program.

Councilman Lee questioned whether they ever allowed anti-freeze, and Mr. Coppler stated his belief they don't collect anti-freeze.

Attorney Deneen informed the Council he serves on the MDC, but was not involved with this contract on either side.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #9804** adopted 10-0-0, with Councilman Ragno absent at the vote.

RESOLUTION #9805 by Councilman Nelson, seconded by Councilman Mangini.

RESOLVED, that the Enfield Town Council does hereby authorize the Town Attorney, Kevin M. Deneen, to settle the outstanding tax assessment appeal:

1. ABDOW CORPORATION v. TOWN OF ENFIELD, Docket Number HHB-CV-07-4014794 S, the fair market value of the property to be \$1,199,340 and assessed value to be \$839,538.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #9805** adopted 11-0-0.

RESOLUTION #9806 by Councilman Nelson, seconded by Councilman Jones.

RESOLVED, that the Town Manager, Matthew W. Coppler, is empowered to enter into and amend contractual instruments in the name and on behalf of the Town of Enfield with the State of Connecticut Department of Social Services for the Connecticut Municipalities 2008 Special Funding Initiative and to affix the Corporate Seal.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #9806** adopted 11-0-0.

RESOLUTION #9807 by Councilman Nelson, seconded by Councilman Jones.

RESOLVED, that the Town Manager, Matthew W. Coppler, is empowered to enter into and amend contractual instruments in the name and on behalf of the Town of Enfield with the State of Connecticut Department of Social Services for the Connecticut Senior Centers 2008 Special Funding Initiative and to affix the Corporate Seal.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #9807** adopted 11-0-0.

RESOLUTION #9808 by Councilman Nelson, seconded by Councilman Jones.

RESOLVED, that the Town Manager, Matthew W. Coppler, is empowered to enter into and amend contractual instruments in the name and on behalf of the Town of Enfield with the Wheeler Clinic Connecticut Clearinghouse for the Connecticut Youth Suicide Prevention Education and Awareness Campaign and to affix the Corporate Seal.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #9808** adopted 11-0-0.

RESOLUTION #9809 by Councilman Nelson, seconded by Councilman Mangini.

WHEREAS, on March 29, 2006 the Town of Enfield and Dow Mechanical Corporation entered into a two-year option agreement for the purchase of Dow Mechanical's property at 33 North River Street; and

WHEREAS, the option term expired on March 28, 2008; and

WHEREAS, the option agreement included a twenty-four month right of first refusal for the period of March 29, 2008 through March 28, 2010; and

WHEREAS, on March 3, 2008 the Town Council, by Resolution No. 9705, approved an amendment to the option agreement, which amendment extended the option term until March 28, 2009; and

WHEREAS, the amendment to the option agreement also included a twenty-four month right of first refusal for the period of March 29, 2009 through March 20, 2011; and

WHEREAS, the parties wish to revise the amendment to include a twelve month right of first refusal period for the period of March 29, 2009 through March 28, 2010;

BE IT RESOLVED, that the Town Manager is authorized to sign the Amendment to Option to Purchase 33 North River Street (attached hereto)

Councilman Nelson questioned if they're adjusting the lease price the Town is paying for this to back out of the option for another year. Mr. Coppler responded no.

Councilman Nelson questioned the advantage to the Town to release the option a year early. Mr. Coppler stated the Town isn't releasing the option, but rather they're doing away with another year of right of first refusal.

Councilman Nelson noted dealing with the State can take time and he'd rather know for sure whether the building is a dead end, and at that point notify them the Town is releasing its option. Mr. Coppler stated his belief the exposure to the Town would really be at the federal level. He noted at this time they're in the process of finalizing the consultant/engineer firm which will do the first phase of the overall study. He stated it's intended to have a report into the federal government by the first of August, and that report will indicate whether or not this site is the right site. He noted once that decision is made, it's only a matter of when the Town wants to make the purchase.

Councilman Bosco questioned whether the Town Manager has any problem with this, and Mr. Coppler responded no.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #9809** adopted 11-0-0.

PUBLIC COMMUNICATIONS

No one wished to speak.

COUNCILMEN COMMUNICATIONS

No one wished to speak.

ADJOURNMENT

MOTION #9810 by Councilman Jones, seconded by Councilman Ragno to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #9810** adopted 11-0-0, and the meeting stood adjourned at 9:41 p.m.

Respectfully submitted,

Jeannette Lamontagne
Secretary to the Council

Suzanne F. Olechnicki
Town Clerk
Clerk of the Council

Appended to Minutes of 04/21/2008
Regular Town Council Meeting
See Page 17

ENFIELD TOWN COUNCIL
RESOLUTION NO.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO:	Recreation Programming Transportation	
	3625-0510	\$1,800
FROM:	Recreation Programming Field Trips	
	3625-0324	\$1,800

CERTIFICATION

I hereby certify the amount of \$1,800 is available from Account #3625-0324 as of

Lynn Nenni, Director of Finance

Appended to Minutes of 04/21/2008
Regular Town Council Meeting
See Page 17

ENFIELD TOWN COUNCIL
RESOLUTION NO.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO:	Recreation – Program Administration	
	Other Supplies	\$250
FROM:	Misc. Donations and Contributions	
	LM/Tarbell, Inc. Memorial Donation	
	in the name of Al Davis	

CERTIFICATION

I hereby certify the amount of \$250 is available from Account #17050 as of

Lynn Nenni, Director of Finance

Appended to Minutes of 04/21/2008
Regular Town Council Meeting
See Page 17

ENFIELD TOWN COUNCIL
RESOLUTION NO.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO:	2100-140 Overtime Account	\$13,298.08
FROM:	100-13990 Revenue Account	\$13,298.08

CERTIFICATION

I hereby certify the amount of \$13,298.08 is available from Account # 100-13990 as of April 7, 2008.

Lynn Nenni, Director of Finance

Appended to Minutes of 04/21/2008
Regular Town Council Meeting
See Page 17

ENFIELD TOWN COUNCIL
RESOLUTION NO.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO:	2100-140 overtime	\$40.00
FROM:	100-13990 other state revenue	\$40.00

CERTIFICATION

I hereby certify the amount of \$40.00 is available from Account #100-13990 as of April 7, 2008.

Lynn Nenni, Director of Finance

Appended to Minutes of 04/21/2008
Regular Town Council Meeting
See Page 17

ENFIELD TOWN COUNCIL
RESOLUTION NO.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO:	Adult Day Center	
	Other Professional Services	\$1,800.00
FROM:	Adult Day Center	
	Salaries, Full Time	\$1,800.00

CERTIFICATION

I hereby certify the amount of \$1,800.00 is available from Account # 0220-01-0040-4310-00000-0110-00 as of April 15, 2008.

Lynn Nenni, Director of Finance

Appended to Minutes of 04/21/2008
Regular Town Council Meeting
See Page 17

ENFIELD TOWN COUNCIL
RESOLUTION NO.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO:	Dial-A-Ride Gasoline	\$6,000.00
FROM:	Dial-A-Ride Substitutes	\$6,000.00

CERTIFICATION

I hereby certify the amount of \$6,000.00 is available from Account # 0220-01-0040-4120-00000-0132-00 as of April 15, 2008.

Lynn Nenni, Director of Finance

Amendment to Option to Purchase
33 North River Street, Enfield, CT
Between the Town of Enfield and
The Dow Mechanical Corporation

On March 29, 2006 the Town of Enfield ("Town"), a municipal corporation in the State of Connecticut and The Dow Mechanical Corporation ("Owner"), a Connecticut corporation, entered into an Option Agreement for the purchase and sale of the property at 33 North River Street.

The option period was for two years, March 29, 2006 through March 28, 2008, inclusive. The Town and Owner wish to extend the option period for an additional one-year term which will expire on March 28, 2009, inclusive.

The parties hereto agree to extend the option period of the Option Agreement upon the terms and conditions contained hereinafter.

1. Owner hereby grants to Town the right to purchase the Property from Owner at any time during the period commencing March 29, 2008 and ending on March 28, 2009, inclusive ("Additional Option Period").

2. Upon the execution of this Amendment to the Option Agreement, Town shall pay Owner an option fee of Fourteen Thousand Eight Hundred Dollars (\$14,800) for the Additional Option Period.

3. All other terms and conditions in the Option Agreement dated March 29, 2006 shall remain in full force and effect, except that paragraph 6 of the Option Agreement is amended as follows:

In addition to the purchase rights granted from Owner to Town above, for the period commencing at the end of the Additional Option Period and terminating twelve months thereafter (the "Right of First Refusal Period") Owner agrees not to sell all or any portion of the Property without first giving written notice to Town of its intention to do so. Said notice shall set forth the terms on which Owner has contracted to sell, and the identity of the person or entity to whom the proposed sale is to be made. Owner shall furnish Town with copies of all signed documents of sale. Only bona fide offers of sale are to be presented hereunder. Said notice will be sent by certified mail, return receipt requested. Town will have thirty (30) days after the giving of such notice (the "Election Period") to elect to purchase the premises described in this right of first refusal, upon the terms and conditions set forth in the sale documents signed by Owner and the proposed buyer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the _____ day of _____ 2008.

Witnessed by:

TOWN: TOWN OF ENFIELD

By: _____
Matthew W. Coppler
Town Manager

STATE OF CONNECTICUT)
) ss: ENFIELD
COUNTY OF HARTFORD)

On this _____ day of _____ 2008, before me personally appeared Matthew W. Coppler, Town Manager of the TOWN OF ENFIELD, signer and sealer of the foregoing instrument, and acknowledged the same to be in his free act and deed as such and the free act and deed of the TOWN OF ENFIELD.

NOTARY PUBLIC
Commissioner of the Superior Court

My Commission Expires:

Witnessed by:

OWNER: THE DOW MECHANICAL
CORPORATION

By: _____

its

STATE OF CONNECTICUT)

) ss: ENFIELD

COUNTY OF HARTFORD)

On this _____ day of _____ 2008, before me personally appeared _____, _____ of The Dow Mechanical Corporation, signer and sealer of the foregoing instrument, and acknowledged the same to be in his/her free act and deed as such and the free act and deed of The Dow Mechanical Corporation

NOTARY PUBLIC

Commissioner of the Superior Court

My Commission Expires:

SCHEDULE A

DESCRIPTION OF PROPERTY

Description of 33 North River Street, Enfield, Connecticut

A certain piece or parcel of land known as **33 North River Street**, said Parcel is described as follows:

North: by land now or formerly of the heirs o Martin J. Gorman, Mary E. Gorman, William E. Gorman and Jennie A. Griffin;

East: by land now or formerly of the New York, New Haven & Hartford Railroad Company;

South: by the highway known as North River Street; and

West: by the highway known as North River Street.

Reference: Volume 124, Page 151 of the Enfield Land Records.

items for discussion



TOWN OF ENFIELD

May 1, 2008

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Funds Transfer ~ Conservation Commission Recording Secretary

Councilors:

Background:

The Conservation Commission needs funds in the 6500-120 line item to pay for a recording secretary to take minutes of meetings. Under FOI, the Commission is required to post minutes of the meetings with the Town Clerk.

Budget Impact:

The amount of the funds needed is \$600. The transfer will cover the expense through the end of the current year.

Recommendation:

The funds in the amount of \$600 be transferred, so that operations are not adversely impacted by a shortfall in this account.

Respectfully Submitted,

Matthew Coppler
Town Manager

Attachments:

1. Resolution

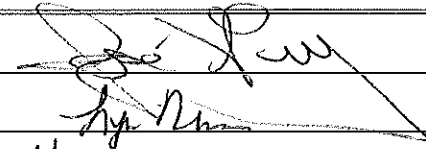
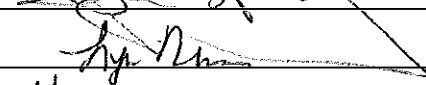
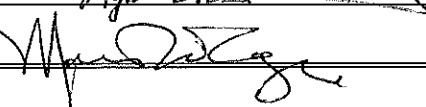
TOWN OF ENFIELD
REQUEST FOR TRANSFER OF FUNDS

TO: Account{s} or Fund		FROM: Account{s} or Fund	
6500-0120	\$600	6500-0890	\$600
TOTAL	\$600	TOTAL	\$600

JUSTIFICATION:

The Conservation Commission needs funds in the 6500-120 line item to pay for a recording secretary to take minutes at their meetings.

Under FOI they are required to post minutes of their meetings with the Town Clerk. The transfer will cover this expense through the end of the current fiscal year.

		DATE
Requested by: 	José Giner, AICP , Planning Department	4/23/08
Reviewed by: 	Director of Finance	4/24
Approved by: 	Town Manager	5-2-08

ENFIELD TOWN COUNCIL

RESOLUTION NO.

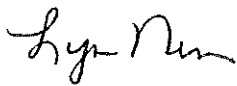
RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO: 6500-120 (Salaries – part Time) the sum of \$600.00

FROM: 6500-0890 (Miscellaneous) the sum of \$600.00

CERTIFICATION

I hereby certify the amount of \$600. is available from Account #⁶⁵⁰⁰⁻~~0890~~ as of April 24, 2008.



Lynn Nenni, Director of Finance



TOWN OF ENFIELD

May 1, 2008

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Funds Transfer ~ Town Council Food Account

Councilors:

Background:

As of April 30, 2008 it will be necessary to provide additional funds in the Town Council Food Account (1100-630) to complete the remainder of FY 2008. These funds will be used for the CCM-NLC dinner held in March, to supply meals prior to Town Council Meetings and to fund the Rotary Club breakfast meetings.

Budget Impact:

The amount of the funds needed is \$1,500. There does not appear to be any surplus funds in the 600 series to cover this shortfall.

Recommendation:

The funds in the amount of \$1,500 be transferred so that operations are not adversely impacted by a shortfall in this account.

Respectfully Submitted,

Mariann Tucker

Mariann Tucker
Executive Secretary
Town Manager's Office

Attachments:

1. Resolution

TOWN OF ENFIELD
REQUEST FOR TRANSFER OF FUNDS

<u>TO:</u> Account{s} or Fund		<u>FROM:</u> Account{s} or Fund	
1100-630 – Food	\$ 1,500	8030-840 – Contingency	\$ 1,500
TOTAL	\$ 1,500	TOTAL	\$ 1,500

JUSTIFICATION:

To reimburse Town Council members for expenses at the NLC Conference in Washington, DC in March 2008 including the CCM dinner.

Additional Funds are also needed for the Town Council Meetings due to an earlier time of the meetings.

		DATE
Requested by: <i>Mariann Tucker</i>	Dept/Agency	<i>4-30-08</i>
Reviewed by: <i>[Signature]</i>	Director of Finance	<i>5-2-2008</i>
Approved by: <i>[Signature]</i>	Town Manager	<i>5-2-08</i>

ENFIELD TOWN COUNCIL

RESOLUTION NO.

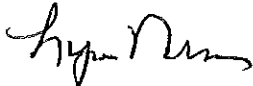
RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO: Food Account \$1,500

FROM: Contingency \$1,500

CERTIFICATION

I hereby certify the amount of \$1,500 is available from
Account # 8030-840 as of *May 1, 2008*



Lynn Nenni, Director of Finance



TOWN OF ENFIELD

May 1, 2008

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Funds Transfer ~ Town Council Travel Account

Councilors:

Background:

As of April 30, 2008 it will be necessary to provide additional funds in the Town Council Travel Account (1100-580) to complete the remainder of FY 2008. These funds will be used for expenses at the CCM-NLC Conference held in March and to fund the NLC trip in June.

Budget Impact:

The amount of the funds needed is \$2,000. There does not appear to be any surplus funds in the 500 series to cover this shortfall.

Recommendation:

The funds in the amount of \$2,000 be transferred so that operations are not adversely impacted by a shortfall in this account.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Mariann Tucker".

Mariann Tucker
Executive Secretary
Town Manager's Office

Attachments:

1. Resolution

TOWN OF ENFIELD
REQUEST FOR TRANSFER OF FUNDS

TO: Account{s} or Fund		FROM: Account{s} or Fund	
1100-580 – Travel	\$ 2,000	8030-840 – Contingency	\$ 2,000
TOTAL	\$ 2,000	TOTAL	\$ 2,000

JUSTIFICATION:

To cover expenses at the NLC Conference in Washington, DC in March 2008. Also, to cover expenses for an NLC trip in June.

			DATE
Requested by:	<i>Mariann Tucker</i>	<i>TM</i> Dept/Agency	5-1-08
Reviewed by:	<i>[Signature]</i>	Director of Finance	5/2/08
Approved by:	<i>[Signature]</i>	Town Manager	5/2/08

ENFIELD TOWN COUNCIL

RESOLUTION NO.

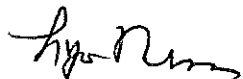
RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO: Travel Account \$ 2,000

FROM: Contingency \$ 2,000

CERTIFICATION

**I hereby certify the amount of \$2,000 is available from
Account # 8030-840 as of May 1, 2008.**



Lynn Nenni, Director of Finance



TOWN OF ENFIELD

April 7, 2008

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Summer, Seasonal and other Non-union employees

Councilors:

Background:

This Department has traditionally prepared a resolution for Council consideration for an increase in summer, seasonal and other non-union employees wages. This past year, summer salaries were not increased, although some of the other positions did receive an increase with the non-union employees.

Budget Impact:

Increases for recreation division employees can be covered by the proposed budget under your consideration. A .25 cent increase equals an increase in cost of \$100 for a 40 hour week employee over a 10 week period. This increase allows us to remain competitive with other employers who are recruiting from the same pool of employees. The budget impacts are minimal.

Recommendation:

On January 1, 2007 the minimum wage in CT was increased from \$7.40 to \$7.65 per hour, yet the majority of these positions were not increased. This increase will allow us to remain competitive with other area employers.

Respectfully Submitted,

**William E. Mahoney, Director
Human Resources**

Attachments:

1. Resolution.
2. Summer wage scale dated 2-27-08

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

RESOLVED, that in accordance with Chapter V, section 14 of the Town Charter the salaries and rates of pay for certain employees of the Child Day Care Center, part-time, seasonal, and other listed employees of the Town will be increased according to the attached schedule effective July 1, 2008.

Date prepared: 4-9-08

SUMMER, SEASONAL AND OTHER NON-UNION EMPLOYEES

Prepared ` 2/27/2008

**EFFECTIVE
7/1/2008**

DEPARTMENT	POSITION	RETURNING EMPLOYEE	NEW BASE RATE	PREVIOUS BASE RATE
DPW				
	LABORER	8.75	8.50	8.25
	LIFEGUARD	9.25	9.00	8.75
	ASST HEAD LIFEGUARD	11.25	11.00	10.75
	HEAD LIFEGUARD	11.75	11.50	11.25
	WSI/SWIMMING INSTRUCTOR	10.25	10.00	9.75
	SWIM TEAM HEAD COACH Dolphins	16.00	15.75	15.50
	SWIM TEAM COACH	11.25	11.00	10.75
	SWIM TEAM ASST. COACH	9.25	9.00	8.75
	GATEKEEPER	8.50	8.25	8.00
	WATER AEROBICS INSTRUCTC	12.50	12.25	12.00
	AQUATICS DIRECTOR	15.25	15.25	15.00
	CAMP ARTS AND CRAFTS SPEI	10.25	10.00	9.75
	CAMP SPORTS SPECIALIST	10.25	10.00	9.75
	DANCE INSTRUCTOR	11.75	11.50	11.25
	REFEREE YOUTH	13.25/Game	13.25/Game	13.00/Game
	REFEREE ADULT	24.25/Game	24.25/Game	24.00/Game
	CPR - 1ST AID INSTRUCTOR	12.25	12.00	11.75
	TENNIS INSTRUCTOR	11.75	11.50	11.25
	SUMMER CLERK	9.25	9.00	8.75
	GYM SUPERVISOR	8.50	8.25	8.00
	PRE-SCHOOL/YOUTH INST	11.50	11.25	11.00
	PLAYGROUP SUPERVISOR	9.75	9.50	9.25
	ALAC SUPERVISOR	10.75	10.50	10.25
	SCOREKEEPER	8.50	8.25	8.00
	ART INSTRUCTOR	12.50	12.25	12.00
	AEROBICS INSTRUCTOR	13.50	13.25	13.00
	DIR. OF GYM PROGRAMS	13.00	12.75	12.50
	ASST. DIR. OF GYM PROGRAM:	10.25	10.00	9.75
	CAMP DIRECTOR	13.00	12.75	12.50
	CAMP COUNSELOR	9.25	9.00	8.75
	HEAD CAMP COUNSELOR	11.25	11.00	10.75
	PRE-SCHOOL INST AIDE	9.00	8.75	8.50

	INTERN	10.25	10.00	
	COURIER		10.34	10.04
FINANCE				
	TAX CLERK	9.25	9.00	8.75
	ASSESSOR CLERK	9.25	9.00	8.75
SOCIAL SERVICES				
	TEACHER AIDE YEAR ROUND		11.66	11.33
	TEACHER AIDE SEASONAL		9.50	9.25
	TEACHER AIDE SUBSTITUTES		9.50	
	CDC 40 HOUR COOK		17.00	16.16
	CDC 35 HOUR COOK		16.30	15.83
	CONG. LIV. MEAL PROVIDER		8.75	8.50
	CONG. LIV. DIETICIAN		23.09	22.42
	NURSES PER DIEM		21.07	20.46
	CNA PER DIEM		12.14	11.79
	DIAL-A-RIDE DRIVER FULL TIME		12.73	12.36
	DIAL-A-RIDE DRIVER P.T. AND SUBS	11.54/9.54		11.37/9.31 depending on license
	YOUTH CTR. ASST.S		11.46	11.13
	YOUTH CTR ASST.S SUBS		9.64	9.36
	SENIOR CTR. ASST.		9.66	9.38
	FAMILY RESOURCE CTR CLERK		11.92	11.58
POLICE	NEIGH. SERV. ASST. P.T.		10.60	10.30
	SCHOOL CROSSING GUARDS		12.31	11.96
	CROSSING GUARD SUBS.		12.31	11.96
	AUXILLARY TRAFFIC OFFICERS		9.54	9.27
	KENNEL ASSISTANT		8.16	7.93
LIBRARY				
	LIBRARY SERVICES WORKER		10.60	10.30
	LIBRARY PAGES		9.00	9.00
	P.T. REFERENCE ASST.S		23.99	23.29
ALL	SEASONAL CLERICAL	9.25	9.00	8.75
	RECORDING SECRETARY	90.00/ per mtg under 2 hours 140.00/ per mtg over 2 but under 3 hours 180.00/ per mtg over 3 but under 4 hours 240.00/ per mtg over 4 hours		

This list is inclusive of current positions. New positions may be added at different rates as the need for new programs develop.

Employees who have worked for the Town satisfactorily in a previous year may be paid at the returning employee rate of pay should their prior service merit same. It is not necessary that they return to the same position for this rate of pay.



TOWN OF ENFIELD

April 23, 2008

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Funds Transfer ~ Division of Solid Waste
Councilors:

Background:

As of April 23, 2008 it will be necessary to provide additional funds in the Solid Waste overtime account (3900-0140) to complete the remainder of FY 2008. These funds will be used to support two holidays (Good Friday, Memorial Day), special events (Household Hazardous Waste, Electronics Recycling, Clean Sweep, Oil & Battery Collection), tipper barrel deliveries and funding for staff at the Transfer Station.

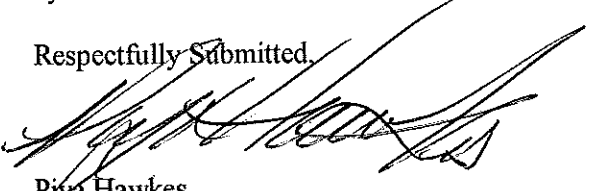
Budget Impact:

The amount of the funds needed is \$30,000.00. There does not appear to be any surplus funds in the 100 series to cover this shortfall

Recommendation:

These funds in the amount of \$30,000.00 be transferred, so that operations are not adversely impacted by a shortfall in this account.

Respectfully Submitted,



Piya Hawkes
Director, Public Works

Attachments:

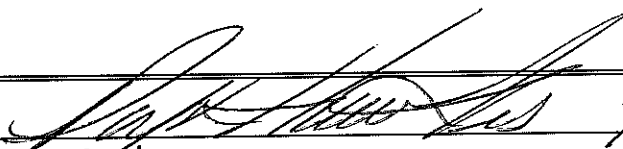
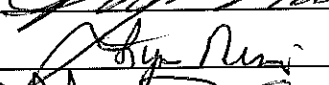
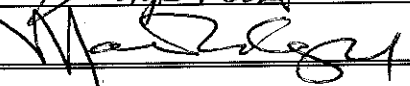
1. Resolution

TOWN OF ENFIELD
REQUEST FOR COUNCIL TRANSFER OF FUNDS

TO: Account{s} or Fund		FROM: Account{s} or Fund	
Overtime: 3900-0140	\$30,000.00	Contingency 100-01-80-8030-000-840-00	\$30,000.00
TOTAL	\$30,000.00	TOTAL	\$30,000.00

Justification:

Additional funds required in the Solid Waste Overtime account to finish out the fiscal year. Funds will be used to support two holidays (Good Friday, Memorial Day), special events (Household Hazardous Waste, Electronics Recycling, Clean Sweep, Oil & Battery Collection), tipper barrel deliveries and funding for staff at the Transfer Station.

			DATE
Requested by:		7/23/08	Dept/Agency
Reviewed by:			Director of Finance
Approved by:			Town Manager
			4/23/08
			4/24/08
			5/2/08

ENFIELD TOWN COUNCIL

RESOLUTION NO.

Funds Transfer – Division of Solid Waste

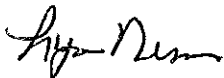
RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO: Overtime: 3900-0140 \$30,000.00

FROM: Contingency 100-01-80-8030-000-840-00
\$30,000.00

CERTIFICATION

I hereby certify the amount of \$30,000.00 is available from the Contingency Accounts 100-01-80-8030-000-840-00 as of April 3, 2008



Lynn Nenni, Director of Finance



TOWN OF ENFIELD

May 5, 2008

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: **Resolution:** **Authorizing the Town Manager to Enter into Agreement for the Thompsonville Community Garden**
Resolution: **Request for Transfer of Funds for the Thompsonville Community Garden Grant, \$35,185**

Councilors:

Background:

Late last year the Town received notice that we received a Grant from the State of Connecticut, Open Space and Watershed Land Acquisition Program. This grant will allow for the development of a community garden on Town owned land in Thompsonville. This garden will allow residents in the Thompsonville area to plant and maintain individual garden plots, promoting a sense of community and pride within the area.

Budget Impact:

The costs of development of the garden will be covered by the grant from the State of Connecticut in the amount of \$35,185.

Recommendation:

It is recommended that Council adopt the two resolutions allowing the Town Manager to execute the necessary documents as well as appropriate the funds of the grant.

Respectfully Submitted,

Matthew W. Coppler
Town Manager

Attachments:

1. 2 Resolutions

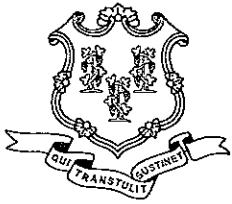
ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

Resolution Authorizing the Town Manager to Enter into an Agreement for the Thompsonville Community Garden

RESOLVED, that the Enfield Town Council authorizes the Town Manager to execute the personal services agreement in the name and on behalf of the Town of Enfield, with the Department of Environmental Protection of the State of Connecticut for the Thompsonville Community Garden, UGCG 2007-02.

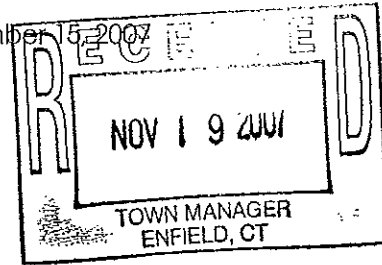
Prepared by Town Manager's Office, May 1, 2008



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



November 15, 2007



Mr. Matthew W. Coppler, Town Manager
Town of Enfield
Town Hall
820 Enfield Street
Enfield, Connecticut 06082

RE: Main Street, Thompsonville Community Garden UGCG 2007-02

Dear Mr. Coppler:

At an Open Space and Watershed Land Acquisition award ceremony held on October 11, 2007 the Town of Enfield was granted funding to construct a community garden. It is an honor to be able to provide this funding for this, the newest initiative by the Department of Environmental Protection, a focused upon Urban Green Space and Community Gardens. The amount of this grant is not to exceed \$35,185.00. In order for the Town of Enfield to access the funds for this project the enclosed Personal Services Agreements need to be executed.

Please follow and include all requested documentation as described below.

- ✓ The CEO must **sign and date** two copies of the Personal Services Agreement.
- ✓ A municipal resolution (one for each), with the municipal seal, authorizing the Chief Executive Officer to enter into the agreement needs to be attached to each agreement. The Town/City Clerk must certify this resolution, it must have, **clerks' signature, current date and municipal seal**. The format enclosed incorporates a Certificate of Incumbency, which is also needed.
- ✓ The enclosed Contract Compliance Assurance forms must be completed. The Town/City, as contractor, must fill out or be on the Contract Compliance Vendor's list in order for the State of Connecticut to process the agreement and reimbursement.
- ✓ The passage of Public Act 07-142 requires the municipality (contractor) to adopt and support the identified nondiscrimination agreement identified in the agreement. This action is to be accomplished through a resolution and certification. The required language of this resolution and certification is attached in the "Nondiscrimination Certification"
- ✓ Please return all required documents to: Dave Stygar; Department of Environmental Protection; BOR Land Acquisition; 79 Elm Street; Hartford, CT 06106-5127.

Payment of the funds for this project will be made on a reimbursement basis and only upon approval of the enclosed agreement and submittal of appropriate billing documentation. Upon approval, a copy of the agreement will be forwarded to the Town for filing along with a reimbursement package. A reimbursement package will explain the procedures for billing and reimbursement request. The Town will receive checks from the State for the reimbursement amount that has been verified. As noted in the application, this is a matching grant, forced account, in-kind labor, equipment used and various other items directly related to the construction of this garden may be used as the 35% match required for the project.

Should you have any questions, please feel free to contact me at 424-3081.

Sincerely,

David D. Stygar
Environmental Analyst
Municipal Grant-in-Aid Coordinator

DDS:dds
enclosures

TOWN OF ENFIELD UGCG 2007-02

1. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

CHECK ONE
☐ GRANT
☐ PERSONAL SERVICES AGREEMENT

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS STATED ON THE REVERSE SIDE OF THIS SHEET.

(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT	(2) IDENTIFICATION NO. P.S. P.O.
----------------------------------------------------------------------------------------	--------------------------------------------

CONTRACTOR	(3) CONTRACTOR NAME TOWN OF ENFIELD	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	CONTRACTOR ADDRESS TOWN HALL, 820 ENFIELD STREET, ENFIELD, CT 06082	CONTRACTOR FEIN/SSN 06-6001997

STATE AGENCY	(5) AGENCY NAME AND ADDRESS DEP - B.O.R. LAND ACQ. & MGMT DIVISION, 79 ELM ST., HARTFORD, CT 06106	(6) AGENCY # DEP44420
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CONTRACT PERIOD	(7) DATE (FROM) Execution	THROUGH (TO) Execution + 5Yrs.	(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input checked="" type="checkbox"/> NEITHER
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COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) The Contractor, the Town of Enfield to be referred to as "Municipality" or "Contractor" agrees to complete improvements to a municipally owned, operated and maintained recreational resource, a community garden within the community of Thompsonville, located within the territorial limits of the Town of Enfield. The work to be completed for this project site is on a two-sided page, attached hereto and incorporated herein as Attachment B. Additional terms and conditions governing this agreement, and the funds provided under a grant, are identified on the reverse side of this page and on Attachment A, which is incorporated herein and made a part hereof.
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COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. The Commissioner will make payment of any and all funds from this grant-in-aid on a reimbursement basis subject to approval of requests for payment, in their sole discretion. Municipality is responsible to supply appropriate documentation to the administering agency (agency address, see item #5), of cost relating to the project. The maximum amount to be reimbursed to Municipality under this contract is \$35,185.00
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(11) COMMITTED AMOUNT \$ 35,185.00	(12) OBLIGATED AMOUNT \$
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(13) AMOUNT	(14) DEPT.	(15) FUND	(16) SID.	(17) PROGRAM	(18) PROJECT	(19) ACTIVITY	(20) BUD REF	(21) AGENCY CF1	(22) AGENCY CF2	(23) ACCOUNT
\$35,185.00	DEP44420	12052	43037	64004	DEP-Nonproject		2008			55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d)(2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS	(24) STATUTORY AUTHORITY CGS Sec. 22a-6(a)(2) as amended; Public Act 2005-228, Sec. 6(3)
---------------------------	---------------------------------------------------------------------------------------------

(25) CONTRACTOR (OWNER OR AUTH. SIGNATURE)	TITLE Matthew W. Coppler, Town Manger	DATE
--------------------------------------------	-------------------------------------------------	------

(26) AGENCY (AUTHORIZED OFFICIAL)	TITLE Gina McCarthy, Commissioner	DATE
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(27) ATTORNEY GENERAL (APPROVED AS TO FORM)	DATE
---------------------------------------------	------

DISTRIBUTION: CONTRACTOR AGENCY

FUNDS AVAILABLE _____ DATE _____

EXECUTIVE ORDERS

TERMS / CONDITIONS

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

NON-DISCRIMINATION

The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes as amended by PA 07-142:

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-65, as amended by this act, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-65, as amended by this act, if the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.
- (b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-65; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes as amended by PA 07-142:

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-65, as amended by this act; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-65, as amended by this act. Prior to entering into the contract, the contractor shall provide the state or such political subdivision of the state with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under subdivision (1) of this subsection. For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor.
- (b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-65; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

INDEMNIFICATION

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Bid or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

ATTACHMENT A

1. Commissioner. For the purposes of this contract, "Commissioner" means the Commissioner of Environmental Protection or her designated agent. All correspondence submitted in accordance with this contract shall be submitted to: Department of Environmental Protection, BOR - Land Acquisition & Management, 79 Elm Street, Hartford, CT 06106-5127.
2. Acknowledgment. The Contractor shall provide credit to a grant from the State of Connecticut administered through the Department of Environmental Protection for its contribution to the project.
3. Change In Scope of Work. Any proposed change in the Scope of Work included in Attachment B must be requested in writing to the Commissioner and, if acceptable, authorized through a contract amendment. Changes in the Scope of Work may not be made in any other way.
4. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner or her authorized representative at her sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in her sole discretion, terminate or cancel this contract.
5. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
6. Assignability. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto; provided, however, that claims for money due or to become due the Contractor from the Commissioner under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
7. Third Party Participation. The Contractor may make sub-awards to conduct any of the tasks in the Scope of Work contained in Attachment B. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated at least 2 weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. Municipality agrees that the awarding of service contracts to complete the scope of the project as defined in Attachment B, shall follow established municipal purchasing/contract awarding procedures or proceed with competitive open bidding for contracts in excess of ten thousand dollars (\$10,000) which ever is stricter.
8. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition. *Shut Hence*
9. Definition of "Execution." This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount exceeding three thousand dollars (\$3,000.00), by the authorized representative of the state Attorney General's office.
10. State Audit (for grants only). The Grantee receiving federal funds must comply with the federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Grantee receiving state funds must comply with the Connecticut General Statutes Section 7-396a and 396b, and the State Single Audit Act Sections 4-230 through 4-236 inclusive, and Regulations promulgated thereunder. The Grantee agrees that all fiscal records pertaining to the project shall be maintained for a period of not less than three (3) years from the date the project is completed. Such records shall be made available to the state and/or federal auditors upon request. Municipality agrees to supply said audit to the Commissioner.
11. Campaign Contribution. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See attached SEEC Form 11.
12. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any Immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
13. Cancellation/Termination. This contract shall remain in full force and effect for the entire term of the contract period stated unless cancelled by DEP giving the Contractor written notice of such intention at least 30 days in advance. DEP reserves the right to cancel the contract without prior notice when the funding for the contract is no longer available. Notwithstanding any provisions in this contract, DEP, through a duly authorized employee, may terminate the contract whenever the agency makes a written determination that such termination is in the best interests of the State. DEP shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete performance under the contract prior to such date. DEP has forty-five (45) days after the effective date of termination or cancellation to reimburse the Contractor for its performance rendered and accepted by the DEP in addition to all actual and reasonable costs incurred in completing the portions of performance, which the contractor was required to complete, by the termination or cancellation notice. DEP reserves the right to recoup any deposits, prior payment, advance payment or down-payment made if the contract is cancelled or terminated prior to performance being rendered for which said deposits or payments were made.
14. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
15. Forum and Choice of Law. The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any Immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court; provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

ATTACHMENT B SCOPE OF WORK

Purpose: The Contractor, the Town of Enfield to be referred to as "Municipality" or "Contractor" agrees to complete Improvements to a municipally owned, operated and maintained recreational resource, a community garden within the community of Thompsonville, located within the territorial limits of the Town of Enfield.

Description: The development of this garden located within community of Thompsonville at the corner of Main Street and North Main Street shall include, but not be limited to the following:

- ❖ The purchase of materials for the construction of garden beds, these beds may be raised or otherwise defined.
 - ❖ Cost associated with the preparation of the existing soil, rock/stone removal, tree root removal, harrowing, purchase and incorporation of organic compost into the soil, soil testing and/or soil removal.
 - ❖ The purchase of soil suitable for the cultivation of plants.
 - ❖ The purchase and/or installation of an irrigation system, including the cost associated with connection to the public water system to service the plant beds.
 - ❖ The purchase of gardening tools, reference gardening books, seeds, bushes (berry), trees (fruit), vines (grapes), storage shed, composting equipment, garden hose, plant supports and weed control bedding material.
 - ❖ The cost associated with design/plans needed for the construction of the garden, advertising and public notice ads.
 - ❖ The purchase and installation/placement of fencing, signage, lighting and other park amenities.
 - ❖ The development/installation of a pedestrian/gardener pathway or sidewalk.
- Landscaping the disturbed area not being used for the community garden proper.

1. **Design:** The Municipality agrees that the location, design materials and work schedule related to this project are completed with the full knowledge and approval of the local property-managing department and the facility manager. That the design, installation and construction shall comply with all State of Connecticut building codes, the intent of the Americans with Disabilities Act (handicapped accessibility), be of a nature that will minimize maintenance and ensure public safety.
2. **Permits:** The Municipality is responsible for developing and obtaining all applicable permits prior to construction. Such permits may include but not limited to Flood Management Certification CGS 25-68(b)-(h), Stream Channel Encroachment, Inland Wetlands & Watercourses CGS 22a-36, Water Diversion, Dam Safety, Stormwater Construction Discharge Permit, Coastal Consistency Certification, Tidal Structure & Dredging, Army Corp of Engineers 401 and 404. The approval of this contract/agreement does in no way constitute approval of, or preferential consideration, to any permit that may be required for, or applied for by the Municipality to the Department of Environmental Protection or other State Departments to complete the described project scope as defined above.
3. **Ownership:** The Municipality represents that said Municipality will become the grantee before the expiration of this agreement of land acquired under this agreement in fee simple, permanent easement or right-of-way or be the record owner of the land and building upon which the project described above is located, ownership shall be the form of fee simple, free from any lien or claim that would prevent such land from being retained and utilized for the use or uses outlined above. Being the recorded owner, the Municipality agrees to maintain the project area after development/improvement properly and efficiently and to provide assurance of such operation and maintenance as may be required by the Commissioner for a period not to exceed the life expectancy, ten years, or till total destruction or degradation by an act of nature whichever comes first. Should this area be converted to other uses other than a community garden, open space, outdoor recreation of a passive nature the Municipality agrees to replace the entire property subject to Connecticut General Statutes Section 7-1311.
4. **Accessibility to the Public:** The Municipality shall erect a permanent plaque or sign on said property acknowledging that said property/project is a public recreational facility and that said property received a grant from the State of Connecticut administered through the Department of Environmental Protection. Said property/project is a public area and as such, it shall be open to the public. The public, for purposes of this agreement shall be defined as any resident of any municipality, state, country or nation.
5. **Fees:** Should a parking/patron fee be levied on patrons to use this park, the Municipality agrees not to charge a fee to nonresidents of the Municipality an amount that exceeds twice that charged to residents of the Municipality. Where there is no charge to residents but a fee is charged to nonresidents, nonresident fees cannot exceed those charged at comparable State or local facilities. Reservation, membership or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents.
6. **Funding:** The Municipality and the State understand and agree that the a grant was awarded on October 11, 2007 with funding being provided under Special Act 2005-228. Upon approval of this agreement by the Office of the Attorney General, grant funds for the above described project shall be available for release to the Municipality from the awarding date, contingent and upon the Municipality meeting the terms and conditions of this contract/agreement and by the Commissioners approval.

7. Submission of Materials: For the purposes of this contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Environmental Protection
Bureau of Outdoor Recreation
Land Acquisition & Management Division
79 Elm Street
Hartford, CT 06106-5127

8. Project Summaries/Submission of Invoices: The Municipality agrees and understands that this assistance is reimbursement based, that following execution of the contract/agreement the Municipality shall submit copies of invoices, bills or evidences of incurred cost related to the project scope as defined, to the Land Acquisition & Management Division of DEP. Said submittals shall include a status of the project. If no reimbursement request is submitted within a six-month period, the Municipality is required to submit a project status report. Said reports shall be required every six months during the time the contract/agreement is in effect. Such status reports shall include a brief description indicating the work completed to date and the anticipated project completion date if different from the current contractual expiration date.
9. Extensions: Formal written amendment of the contract is required for extensions to the final date of the contract period and to terms and conditions specifically stated in the original contract and any prior amendments, including but not limited to:
1. revisions to the maximum contract payment,
 2. the total unit cost of service,
 3. the contract's objectives, services, or plan,
 4. due dates for reports,
 5. completion of objectives or services, and
 6. any other contract revisions determined material by DEP.

If it is anticipated that the project can not be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

10. Final Report: The Municipality agrees to submit a final report to the Commissioner within 30 days after the expiration date of this contract. Said report shall include, but not be limited to, photos of the project area, copies of applicable permits or certificates, certification that all elements of the project scope as defined, have been completed.
11. Final Financial Report: Within 30 days of the expiration date of this contract, the Contractor shall submit a Final Financial Report to the Land Acquisition & Management Division, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal.
12. Overpayment: The Municipality agrees that should the total project cost be less than the amount of payments made, any remaining funds shall be claimed by the Department of Environmental Protection within 120 days of the contract expiration date.

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee; In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

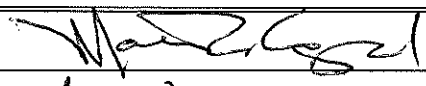
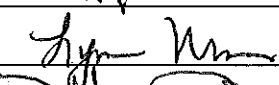

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

TOWN OF ENFIELD
REQUEST FOR TRANSFER OF FUNDS

<u>TO:</u> Account{s} or Fund		<u>FROM:</u> Account{s} or Fund	
310-01-2008-6100-8822-0350-0 Community Garden Grant	\$35,185.00	310-13990 State Grant Revenue	\$35,185.00
TOTAL	\$35,185.00	TOTAL	\$35,185.00

JUSTIFICATION: To allocate state grant revenue for the Thompsonville Community Garden Project.

		DATE
Requested by: 	Dept/Agency	5/2/08
Reviewed by: 	Director of Finance	5/2/2008
Approved by: 	Town Manager	5/2/08

ENFIELD TOWN COUNCIL

RESOLUTION NO.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO: 310-01-2008-6100-8822-0350-00 \$35,185.00
Community Garden Grant

FROM: 310-13990 – State Grant Revenue \$35,185.00

CERTIFICATION

**I hereby certify the amount of \$35,185.00 is available from
Account # 310-13990 as of May 2, 2008.**

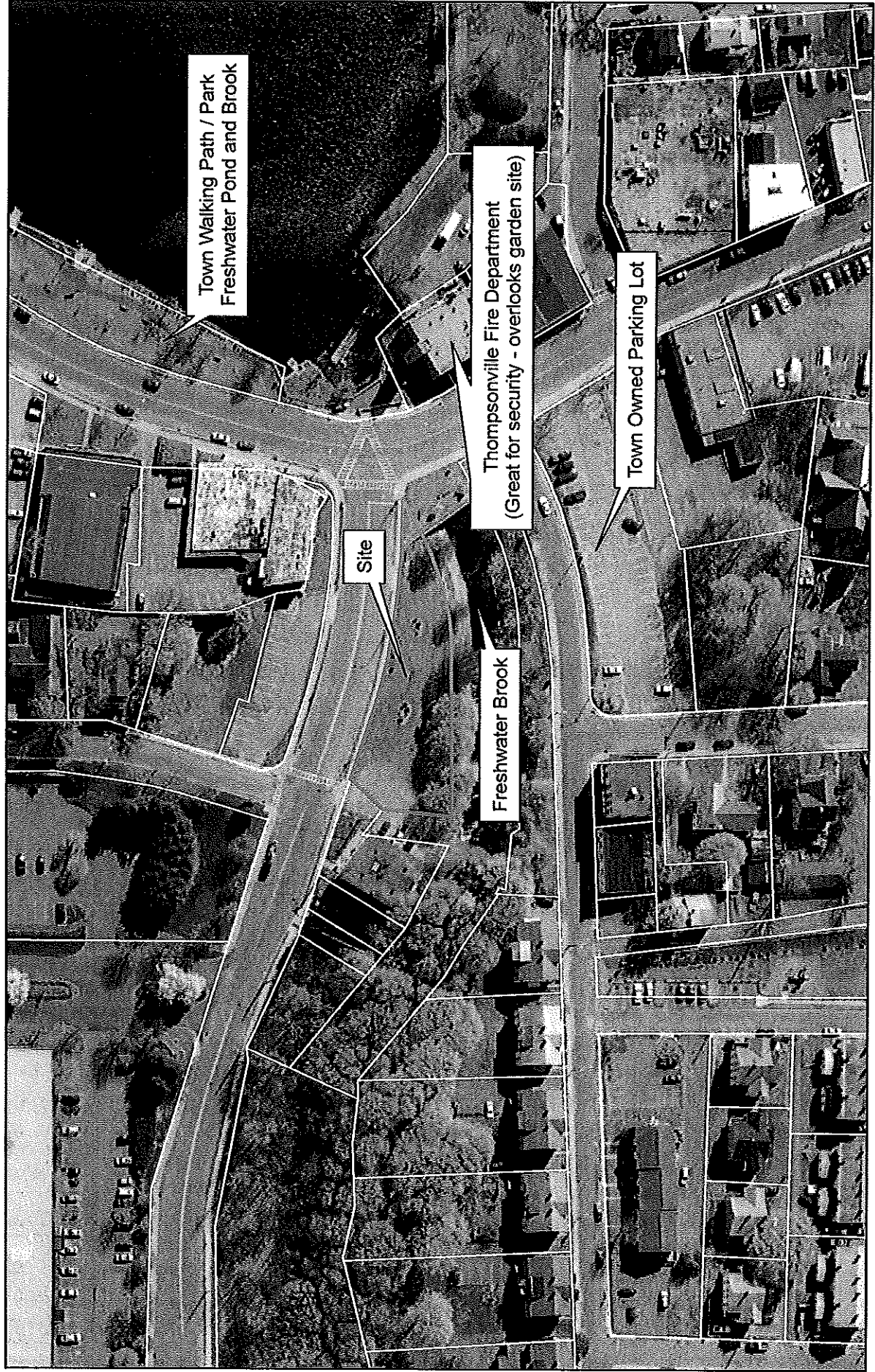
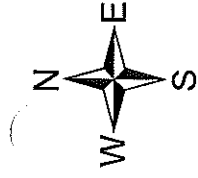


A. Lynn Nenni, Director of Finance

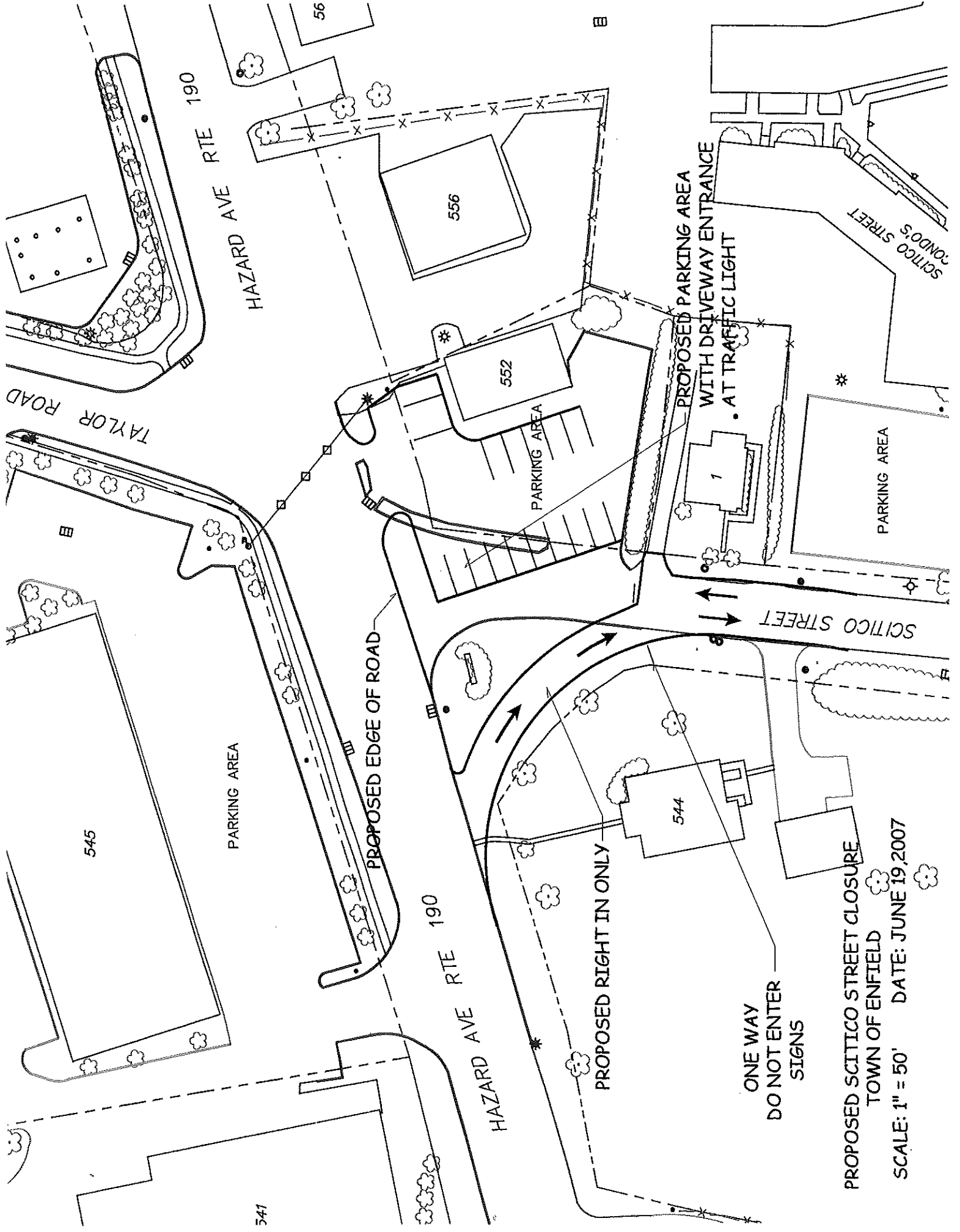
Thompsonville Community Garden Neighborhood Map

Legend

Parcel Lines



0 62.5 125 250 Feet



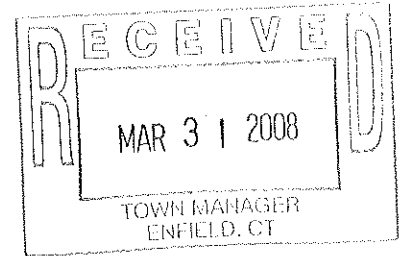
PROPOSED SCITICO STREET CLOSURE
TOWN OF ENFIELD
SCALE: 1" = 50' DATE: JUNE 19, 2007

ONE WAY
DO NOT ENTER
SIGNS

**CRESCENT LAKE TAX DISTRICT
LAKE MANAGEMENT COMMITTEE**

Carmela Brennan, Chairman

22 Lake Drive
Enfield, CT 06082
860-749-4176
March 28, 2008



Mr. Matt Coppler
Town Manager
Enfield Town Hall
820 Enfield St.
Enfield, CT 06082

Dear Mr. Coppler:

The Crescent Lake Tax District is required to work through the Town of Enfield with DEP when it comes to financial matters.

The sum of \$10,700 has been held by DEP since the completion of our Dredging Feasibility Study in October 2001. Periodic calls have been made, at the recommendation of Chuck Lee, DEP, to remind him that we are looking for qualifying projects to help the Lake and therefore utilize the money left from the original grant.

In 2005, drainage problems at our causeway needed repairs and rebuilding since over the years, erosion and overgrowth had made the inlet ineffective.

Prior to hiring Vasseur Landscaping that fall, Duncan Campbell, president, and Bill Marr met with Town officials, namely Neil Angus and the director of public works. They came to the site to make recommendations and to approve the project. Mr. Angus was aware of the \$10,700 remaining in DEP, and it was discussed that the monies for this project would come from this fund.

Since receipt of the bill from Vasseur for \$3,113, we have attempted to get reimbursement. Chuck Lee, DEP, has stated that proper procedure was not followed. Scott Shanley, former Town Manager, and Neil Angus, former Assistant Town Planner, have left. Our repeated attempts to have this resolved have come to naught.

We are volunteer citizens who have spent countless hours on this issue. This has caused hardship for members of our special tax district, many of whom are on fixed incomes. We would greatly appreciate your help, and the help of the council, in resolving this issue.

Should you have any questions, or if our presence is required at a meeting, please call me at the above number or 860-749-9605. Thank you for your assistance.

Sincerely,

Carmela C. Brennan
Chairman, Lake Committee

Coppler, Matthew

From: Strachan, William
Sent: Monday, April 28, 2008 2:05 PM
To: Coppler, Matthew
Subject: FW: Damage to decorative light pole on North Main St.

Matt:

Any review by Council or has it even come up at meetings?

I will advise the adjuster that there will be some delay in signing the Release as this should go before Council.

Bill

William C. Strachan, ARM
Risk Manager
Town of Enfield, CT
wstrachan@enfield.org
860.253.5167

From: Strachan, William
Sent: Friday, April 11, 2008 2:48 PM
To: Coppler, Matthew; Deneen, Kevin
Subject: Damage to decorative light pole on North Main St.

Matt, Kevin:

I have received a Release of Claims form from the insurance carrier of a person whose vehicle damaged one of the decorative light poles on North Main St.

This insurance company is prepared to pay the driver's policy limit of \$10,000. This person lives in a multi-family dwelling that he does not own. He is 66 years old with impaired eyesight (we know). The vehicle was a 1989 Toyota Corolla.

It is my recommendation that we sign the Release and at least obtain the \$10,000 policy limit rather than pursue collection of the \$17,000 cost to replace the pole in court as any judgment might involve restitution in some kind of installment plan.

Please advise if you need to speak with Council leadership on this or should this go before the full Council? I would assume one of you would sign the Release were we to accept this payment.

Bill

William C. Strachan, ARM
Risk Manager
Town of Enfield, CT
wstrachan@enfield.org
860.253.5167



TOWN OF ENFIELD

April 30, 2008

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Enfield Public Schools – Computer Network Infrastructure Replacement

Councilors:

Background:

The current computer network infrastructure for the Enfield Public School (EPS) system is in need of replacement. All existing components are either no longer supported by the current vendor (CISCO), or are soon to be considered "End-of-Support" that will put the school district at risk of significant operational impact. The Town of Enfield's network infrastructure is more up to date and supported via Enterasys. The proposal is to replace the EPS network with a newer state of the art solution provided by Enterasys. The benefits are that the two separate networks will be able to be merged in a fashion to provide additional reliability, functionality, disaster recovery, and business continuity options. The two networks will remain secure from potential negative impacts based upon configuration and security measures being implemented as part of the scope of this project. Additional benefits include greater cross-training of available staff, and establishing standards and consistencies across the town and EPS networks. Total Cost for Equipment and implementation services: \$476,947.

Budget Impact:

Annual Lease (5 Year) Expense for project:	\$105,195.
New Annual Maintenance Expense	<u>\$ 18,053.</u>
Total Increase in Budget	\$123,248.

Current Annual Maintenance Expense Savings (CISCO)	(\$28,900.)
Not replacing Database Analyst Position w/Benefits @32%	(\$72,906.)
Tech Services Expense reduction due to on-site support	<u>(\$23,450.)</u>
Total Expense Savings:	\$125,256

<i>Total Annual Projected Expense reduction:</i>	<i>\$ 2,008.</i>
--------------------------------------------------	------------------

Recommendation:

Replace current EPS Network infrastructure using a 5 Year Lease Plan @ \$105,195 per year being offset by above mentioned expense reductions to provide the Town of Enfield and Enfield Public School System with an infrastructure that meets today's needs as well as being able to scale to meet the future networked computing needs.

Respectfully Submitted,

Paul A. Russell
Chief Technology Officer, Town of Enfield

Attachments:

1. Resolution.
2. Enterasys Network Proposal Expense Spreadsheet – Enfield Public Schools

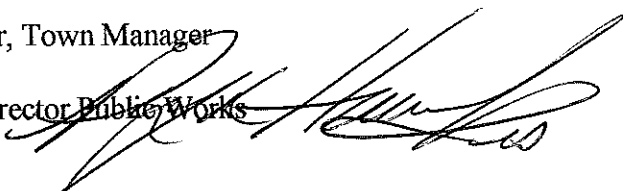
Enterasys Network
Enfield Public Schools

Description	Cost	Lease Rate Factor	Monthly cost	Annual cost	5 Year Cost
Hardware	\$398,197	0.01838	\$7,318.86	\$87,826.28	\$439,131.42
Services	\$78,750	0.01838	\$1,447.43	\$17,369.10	\$86,845.51
Totals	\$476,947	0.01838	\$8,766.28	\$105,195.39	\$525,976.93
Annual Expense variance					
Cisco Smart Net	(\$28,900)				
Annual Maintenance	\$18,053				
Annual Lease	\$105,195				
Variance to budget	\$94,349				
Database Analyst - OPEN	\$55,232				
Benefits @ 32%	\$17,674				
Expense reduction - 334 Tech Services	\$23,450				
Total Expense Reduction	\$96,356				
Net Budget Variance	(\$2,008)				

Town of Enfield

Public Works Administration

MEMORANDUM

To: Matthew Coppler, Town Manager
From: Piya Hawkes, Director Public Works 
Date: May 2, 2008
Subject: Town Farm / Post Office Rd. Reconstruction

As you may be aware there have been several meetings with individuals from the Connecticut Department of Transportation (CTDOT) and the Connecticut Regional Council of Government (CRCOG) regarding the alignment of the intersection at Raffia Road, Post Office Road and Simon Road which is part of the above mentioned project. At a March 27, 2008 meeting with the CTDOT, the Town submitted a revised alignment for CTDOT's review and comment. The purpose of the revision was to minimize the impact to one of the property owner's business located at 229 Post Office Road.

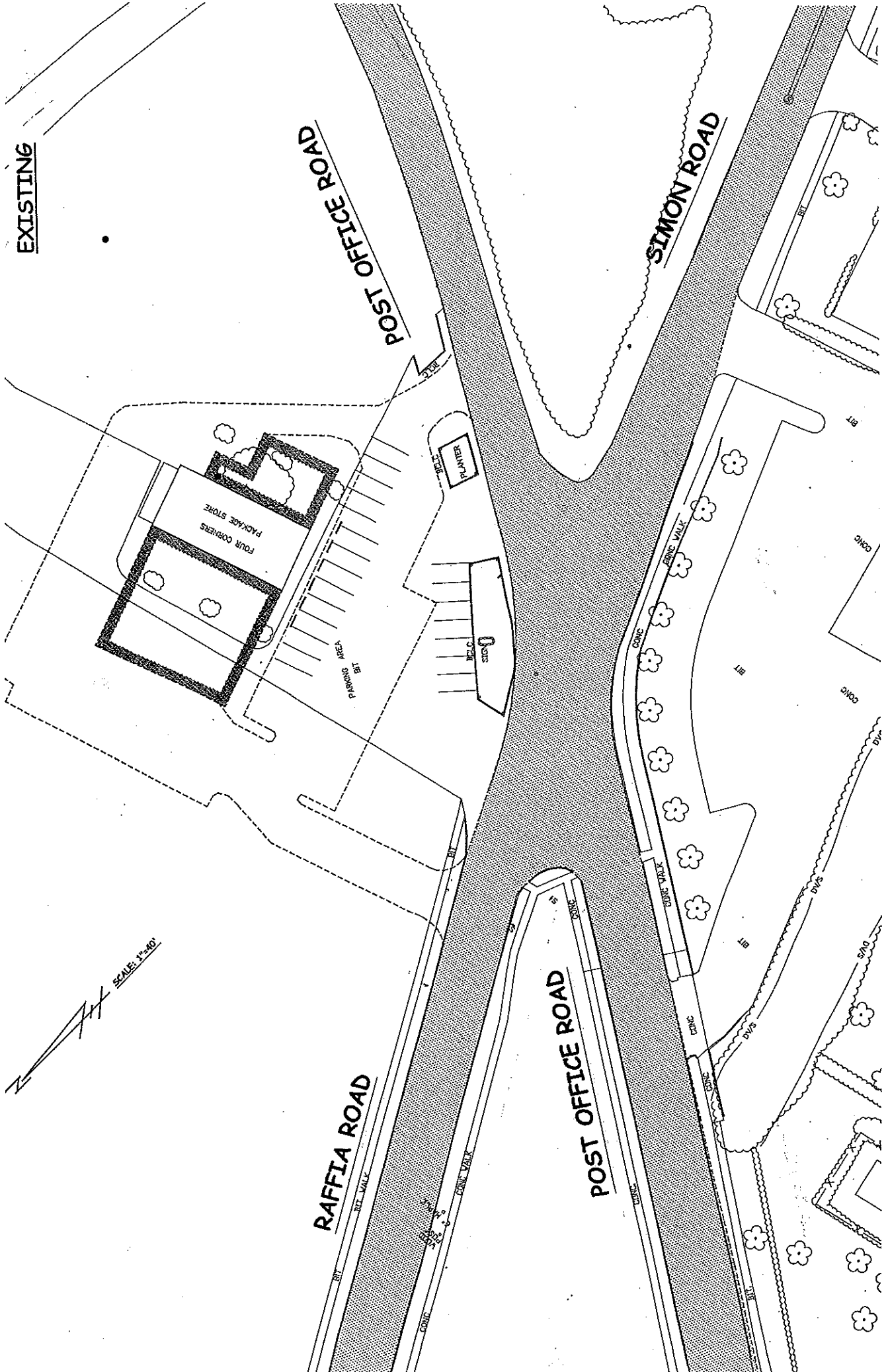
Based on CTDOT's comments, the revised plan does not greatly improve the safety of the intersection and therefore it was suggested as an option the intersection be left in its original alignment.

Transmitted herewith for your review and information are copies of the three alignments (existing, proposed, revised). I am requesting these alignments be included on the agenda for the next council meeting. At the meeting I would like to present to the council members these three alignments and would recommend the intersection be left in its original alignment.

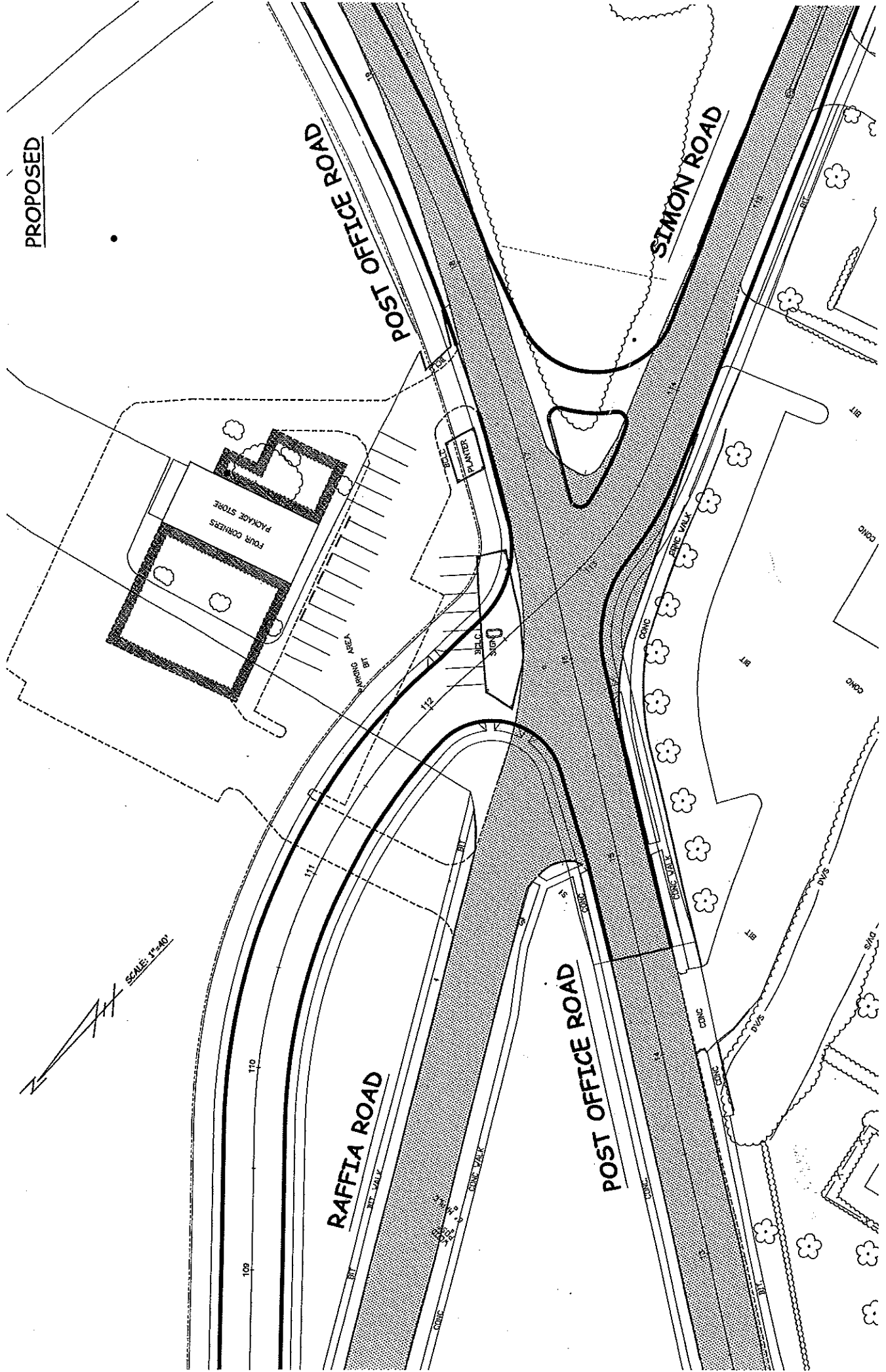
If you have any questions or comments regarding this matter, please do not hesitate to give me a call.

Cc: Daniel Vindigni – Assistant Town Manager
Jeff Bord – Town Engineer
John Cabbibo – Assistant Town Engineer
Thomas McGee
File

EXISTING



PROPOSED



SCALE: 1"=40'

water pollution control

ENFIELD TOWN COUNCIL
Acting in its capacity as
WATER POLLUTION CONTROL AUTHORITY
APRIL 21, 2008

A meeting of the Water Pollution Control Authority was called to order by Chairman Kaupin in the Council Chambers of the Enfield Town Hall, 820 Enfield Street, Enfield, Connecticut on Monday, April 21, 2008. The meeting was called to order at 9:42 p.m.

ROLL-CALL – Present were Commissioners Bosco, Crowley, Dumont, Edgar, Jones, Kaupin, Kiner, Lee, Mangini, Nelson and Ragno. Also present were Town Manager, Matthew Coppler; Assistant Town Manager, Daniel Vindigni; Town Clerk, Suzanne Olechnicki; Town Attorney, Kevin Deneen

MINUTES OF PRECEDING MEETING

MOTION #6117 by Commissioner Nelson, seconded by Commissioner Mangini to accept the minutes of the June 4, 2007 meeting.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #6117** adopted 8-0-3, with Commissioners Bosco, Jones and Kiner abstaining.

RESOLUTION #6118 by Commissioner Mangini, seconded by Commissioner Dumont.

RESOLVED, that in accordance with Chapter 103, Section 7-255 of the Connecticut General Statutes, the Enfield Sewer Authority shall hold a public hearing on May 5, 2008 at 6:50 p.m. to hear comments on properties affected by the proposed sewer use charge rate for the 2008-2009 billing. The rate has been proposed at \$1.50 per thousand gallons of waste water treated.

Mr. Coppler stated according to the code, the way they charge those entities within the Town that don't pay property taxes is based upon a per thousand gallon charge which is set every year by the sewer authority. He noted this is a very simplistic formula. He explained they take the total cost from the previous year and divide that by the flow and it equates to whatever the charge per thousand is. He noted last year, it was \$1.99 per thousand, and based upon the reduction in expenditures over that one year time, it's down to \$1.50.

Mr. Coppler stated the other caveat to who gets charged according to the code would be any industrial user that's producing over 25,000 gallons of flow a day.

Councilman Nelson questioned what happens if they don't pay. Mr. Coppler stated he's not aware of anyone behind in payments, however, he can check into that.

Councilman Mangini questioned if the Town is methodically keeping track of the prison flow to be sure they're paying the money owed the Town. Mr. Coppler responded yes. He noted anything they've billed them in the last two years was paid right away.

Councilman Mangini stated she wants to be sure the numbers are accurate. Mr. Coppler stated according to the best technology that the Town is using, the numbers are accurate.

Councilman Lee questioned if the Town Manager can provide the Council with the industrial users that are producing 25,000 gallons or greater, Mr. Coppler responded he could provide that information.

Councilman Lee questioned whether the school system's sewerage rate was based on the \$1.99 per thousand gallon rate, and Mr. Coppler stated his belief it was based on that rate.

Upon a ROLL-CALL vote being taken, the Chair declared RESOLUTION #6118 adopted 11-0-0.

ADJOURNMENT

MOTION #6119 by Commissioner Jones, seconded by Commissioner Mangini to adjourn.

Upon a SHOW-OF-HANDS vote being taken, the Chair declared MOTION #6119 adopted 11-0-0, and the meeting stood adjourned at 9:50 p.m.

Respectfully submitted,

Jeannette Lamontagne
Secretary to the Council

Suzanne F. Olechnicki
Town Clerk
Clerk of the Council

ENFIELD WATER POLLUTION CONTROL AUTHORITY

RESOLUTION NO. _____

Resolution to Set a Public Hearing for the Proposed Sewer Use Charge Rate

WHEREAS, The rate charge for the proposed sewer use has been proposed at \$1.64 per thousand gallons of waste water treated.

RESOLVED, THAT IN ACCORDANCE WITH Chapter 103, Section 7-255 of the Connecticut General statutes, the Enfield Sewer Authority shall hold a public hearing on Monday, May 19, 2008 at 6:50 p.m. to hear comments on properties affected by the proposed sewer use rate charge for the 2008-2009 billing.

Prepared by the Town Manager's Office
April 2, 2008